

Board of Education Regular Meeting  
Monday, March 24, 2025 7:00 PM  
High School Library  
P.O. Box 8400  
Ravenna, NE 68869-8400

1. Call to Order and Roll Call - Open Meeting Law
2. Excuse Absent Board Members
3. The Pledge of Allegiance
4. Recitation of School Mission Statement: ***Preparing Students Today to Succeed Tomorrow: Family-Community-School***
5. Recitation of Board Mission Statement: ***Providing collaborative leadership to prepare students today to succeed tomorrow.***
6. Approval of Agenda
7. Consent Agenda
  - 7.1. Discuss, consider, and take all necessary action to minutes
  - 7.2. Notice of Meeting Publication: The notice for this board meeting was published in the March 19th Edition of *The Ravenna News*
8. Request to Address the Board and Correspondence
9. Information and Action Items
  - 9.1. Discuss, consider, and take all action necessary to the Ravenna Public Schools Bond Election Results and election bill
  - 9.2. Discuss, consider, and take all action necessary to bond issuance in conjunction with building project (Guest Speaker - Tobin Buchanan)
  - 9.3. Discuss, consider, and take all action necessary to the architect's contract for the RPS Bond Project
  - 9.4. Discuss, consider, and take all action necessary to plan design for the RPS Bond Project (Guest Speaker - Mr. Jacob Sertich)

9.5. Discuss, consider, and take all action necessary to football field/track lighting

10. Superintendent's Report

11. Board Report

12. Positive Comments

13. Adjournment

# Ravenna Public Schools

## **Family-Community-School**

**Preparing Students Today To Succeed Tomorrow**



### **BELIEF STATEMENTS:**

- We believe all students learn at different rates, in different ways, and are capable of success.
- We believe in supporting the academic, behavioral, social, and emotional needs of all students in a safe and positive environment.
- We believe education is a shared responsibility between family, school, and community.

## **The Ravenna Way**

## Board of Education Regular Meeting

High School Library  
P.O. Box 8400  
Ravenna, NE 68869-8400

Monday, March 10, 2025 7:00 PM

Kelly Bock: Present  
Misti Fiddelke: Present  
Micah Miigerl: Present  
Ryan Osten: Present  
Dawn Standage: Present  
Mike Voelker: Present

1. Call to Order and Roll Call - Open Meeting Law
2. Excuse Absent Board Members
3. The Pledge of Allegiance
4. Recitation of School Mission Statement: ***Preparing Students Today to Succeed Tomorrow: Family-Community-School***
5. Recitation of Board Mission Statement: ***Providing collaborative leadership to prepare students today to succeed tomorrow.***
6. Approval of Agenda  
Motion to approve the agenda passed with a motion by Ryan Osten and a second by Mike Voelker.
7. Financial Report
8. Consent Agenda  
Motion to approve the consent agenda passed with a motion by Mike Voelker and a second by Ryan Osten.
  - 8.1. Discuss, consider, and take all necessary action to minutes
  - 8.2. Discuss, consider, and take all necessary action to bills
  - 8.3. Notice of Meeting Publication: The notice for this board meeting was published in the March 5th Edition of *The Ravenna News*

8.4. Discuss, consider, and take all action necessary to the resignation of Ms. Jennifer Hanna, middle school science teacher

8.5. Discuss, consider, and take all action necessary to the resignation of Mrs. Hannah Turek

9. Blue Jay Celebration of Success - Junior High Girls Wrestling - Mrs. Yendra & Mrs. Rasmussen

10. Artist of the Month - Kayla Burr

11. Request to Address the Board and Correspondence

12. Information and Action Items

12.1. Discuss, consider, and take all action necessary to Ravenna Public School Board Policy 5022

Motion to adopt policy 5022 as presented and to rescind all previous versions of this policy passed with a motion by Micah Miigerl and a second by Ryan Osten.

12.2. Discuss, consider, and take all action necessary to the 2025-26 Ravenna Public Schools Calendar

Motion to approve the 2025-26 school calendar as presented passed with a motion by Mike Voelker and a second by Kelly Bock.

12.3. Discuss, consider, and take all action necessary to student laptop computer refresh - Dave Huryta

Motion to approve the purchase of 9-12 laptop computers in an amount to not exceed \$134,000 from the Depreciation Fund passed with a motion by Micah Miigerl and a second by Mike Voelker.

13. Discussion Items

13.1. Discuss, consider, and take all action necessary to the revision of the school district's teacher evaluation instrument

13.2. Discuss, consider, and take all action necessary to the review and purchase of the new elementary language arts curriculum

13.3. Discuss, consider, and take all action necessary to classified staff compensation for the 2025-26 school year

13.4. Discuss, consider, and take all action necessary to the girls high school wrestling program

13.5. Discuss, consider, and take all action necessary to one-act directors' compensation on the 2025-26 extra duty schedule

14. Elementary Principal's Report

15. Secondary Principal's Report

16. Superintendent's Report

17. Board Report

18. Positive Comments

Thanks to the Ravenna Public School Staff, (especially Dave Huryta & Stacie Loeffelholz), the students, and the members of the community, for all of their efforts in supporting the bond project campaign over the last couple of months. -Ryan Osten

19. Adjournment

Motion to adjourn at 9:32 PM passed with a motion by Ryan Osten and a second by Micah Miigerl.

## **PUBLIC PARTICIPATION**

INSTRUCTIONS FOR MEMBERS OF THE PUBLIC WHO WISH TO SPEAK:  
This is the portion of the meeting when members of the public may speak to the board about matters of public concern.

- **Getting Started:** When you have been recognized, please stand and state your name.
- **Time Limit:** The board will generally allow a total of 30 minutes for the presentation of all public comments. Individuals may speak only one time, and must limit comments to around 5 minutes. If there are more than 6 individuals who wish to address the board, the 30 minutes will be divided equally between the number of speakers. These time limits may be changed by a majority vote of the board members in attendance to extend the time for a specific item or speaker.
- **Personnel or Student Topic:** If you are planning to speak about a personnel or a student matter involving an individual, please understand that the district has a complaint policy and/or procedures to resolve such complaints and concerns. The Board requests that you follow the policy and procedures before addressing these matters with the Board. Board members will generally not respond to any questions you ask or comments about individual staff members or students.
- **General Rules:** This is a public meeting for the conduct of business. Comments from the audience while others are speaking will not be tolerated. Lewd, obscene, profane, slanderous, threatening and hostile conduct or statements and fighting words (words whose mere utterance entails a call to violence) will not be tolerated.
- **No Action by the Board:** The board will not act on any matter unless it is on the published agenda.

Lisa Poff, Election Commissioner  
1512 Central Ave, Rm 245  
Po Box 1270  
Kearney NE 68848-1270



Email: [lpoff@buffalocounty.ne.gov](mailto:lpoff@buffalocounty.ne.gov)  
PH. 308-236-1233  
Fax 308-233-3663  
Website: [www.buffalocounty.ne.gov](http://www.buffalocounty.ne.gov)

State of Nebraska  
County of Buffalo

March 14<sup>th</sup>, 2025

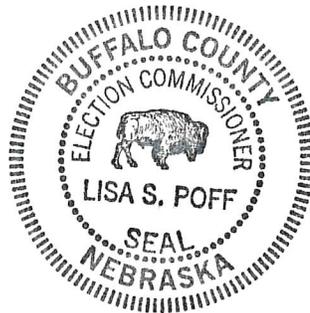
To: Ravenna Board of Education  
41750 Carthage Rd  
Ravenna NE 68869

I, Lisa Poff, Election Commissioner of Buffalo County, Nebraska do hereby certify the following is a true and complete extract or copy of the Abstract of Votes cast at the Special School Bond Election held by mail on Tuesday, March 11<sup>th</sup>, 2025, in this county, as canvassed by the Canvassing Board of this County, with respect to the candidates, measures, propositions, and issues therein listed; and do further certify to the best of my knowledge all such ballots, including early voting and provisional have been voted, counted and canvassed in the manner provided by law.

**Ravenna School Dist. 69 Bond Election**

<b>Vote for ONE</b>	<b>Total Votes Cast</b>
FOR said bonds and tax	519
AGAINST said bonds and tax	214

Respectfully,



A handwritten signature in blue ink, appearing to read "Lisa Poff".

Lisa Poff  
Buffalo County  
Election Commissioner



**Buffalo County**  
**Election Commissioner's Office**  
**Po Box 1270**  
**Kearney NE 68848-1270**  
**(308)236-1233**



**Bill To:**

**Ravenna School Dist. 69**  
**C/O Ken Schroeder**  
**41750 Carthage Rd**  
**Ravenna NE 68869**

**Invoice For:**

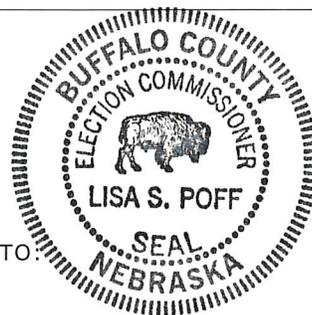
**Special Bond Election**  
**Held on**  
**March 11th, 2025**

Invoice Date:

3-14-2025

Election Costs Description	Total
<b>Ravenna School Dist. 69</b>	
<b>Special Bond Election</b>	
Entity's portion of published notices, ballots, supplies, payroll & postage	
§32-1202 Expenses chargeable to political subdivisions	\$2527.95
§32-1203(2) Determination of minimum	

Buffalo County Election Commissioner



**Balance Due**      **\$2527.95**

PLEASE REMIT PAYMENT WITHIN 30 DAYS (§32-1207) TO:  
 BUFFALO COUNTY ELECTION COMMISSION  
 PO BOX 1270  
 KEARNEY NE 68848-1270

THANK YOU!

# Buffalo County SD 0069 (Ravenna Public Schools)



## Finance Schedule-GO Bonds

April 2025						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

May 2025						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

June 2025						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

July 2025						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August 2025						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

September 2025						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

Date*	Action Item(s):
<b>April 14, 2025</b>	BOE Meeting <ul style="list-style-type: none"> <li>Approve bond issuance resolution</li> <li>Discuss bond issuance strategy and timing</li> </ul>
<b>April-June 2025</b>	Municipal Advisor Role <ul style="list-style-type: none"> <li>Bond rating/insurance analysis</li> <li>RFP for UW</li> <li>Construction Draw Schedule from Design/CM</li> </ul>
<b>August 2025</b>	Bond Issuance <ul style="list-style-type: none"> <li>Bond pricing early August</li> <li>Closing date after September 1 (next fiscal year)</li> <li>Investment of bond proceeds</li> </ul>
<b>Aug / Sept 2025</b>	Budget Planning <ul style="list-style-type: none"> <li>Setting initial bond levy</li> <li>Bond fund tax revenues (timing)</li> </ul>

\*Preliminary; Subject to change.

 **AIA<sup>®</sup> Document B133<sup>®</sup> – 2019****Standard Form of Agreement Between Owner and Architect, Construction  
Manager as Constructor Edition**

**AGREEMENT** made as of the Seventeenth day of March in the year Two Thousand  
Twenty-Five  
*(In words, indicate day, month and year.)*

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

Buffalo County School District  
0069, commonly known as  
Ravenna Public Schools

41750 Carthage Rd.  
Ravenna, NE 68869

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

Wilkins Architecture Design Planning LLC  
2204 University Drive, Ste 130  
Kearney, NE 68845  
308-237-5787

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

Ravenna Public Schools Addition & Renovation  
41750 Carthage Rd.  
Ravenna, NE 68869

The Construction Manager (if known):  
*(Name, legal status, address, and other information)*

BD Construction, Inc. -Kearney  
209 East 6th Street PO Box 726  
Kearney, NE 68847  
308-234-1836

The Owner and Architect agree as follows.

**ADDITIONS AND DELETIONS:**  
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes 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 to or deleted from the original AIA text.

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

This document is intended to be used in conjunction with AIA Documents A201–2017™, General Conditions of the Contract for Construction; A133–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

AIA Document A201™–2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

## TABLE OF ARTICLES

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- 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.)*

The Owner's program for the Project was developed in conjunction with the Architect during the pre-construction planning phase scope of work and consists of Renovation and Addition.

§ 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.)*

\$6,756,490

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

.1 Design phase milestone dates, if any:

Completion of Contract/Bidding Documents August 2025

.2 Construction commencement date:

.3 Substantial Completion date or dates:

October 2026

.4 Other milestone dates:

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:  
(Indicate agreement type.)

[ X ] AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, as amended.

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

§ 1.1.7

Intentionally Deleted

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

Dr. Ken Schroeder, Superintendent  
Ravenna Public Schools  
41750Carthage Rd.  
Ravenna, NE 68869  
308-452-3249  
nlightle@pleasantonbulldogs.org

§ 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.)

Board of Education for Ravenna Public Schools

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

.1 Construction Manager:

(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)

BD Construction Inc.

.2 Land Surveyor:

Trenton Snow

Kearney, NE 68847

**.3 Geotechnical Engineer:**

TBD

**.5 Other consultants and contractors:**

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

**§ 1.1.11** The Architect identifies the following representative in accordance with Section 2.4:  
*(List name, address, and other contact information.)*

Jacob M. Sertich, Managing Principal  
Wilkins Architecture Design Planning LLC  
2204 University Drive, Suite 130  
Kearney, NE 68845  
308-237-5787  
jsertich@wilkinsadp.com

**§ 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:**

Lange Structural Group

1919 South 40th St, Ste 302  
Lincoln, NE 68506  
402-421-9540

**.2 Mechanical Engineer:**

Engineering Technologies Inc. ( ETI)

825 M Street, Suite 200  
Lincoln, NE 68508  
402-476-1273

**.3 Electrical Engineer:**

Engineering Technologies Inc. ( ETI)

825 M Street, Suite 200  
Lincoln, NE 68508  
402-476-1273

**.4 Civil Engineer:**

Olsson Inc.

601 P St. Suite 200  
Lincoln, 68608

**§ 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, when appropriate, 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.

**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. The Architect will provide all professional services necessary for the complete design and construction documentation of the Project. The Architect agrees that the Basic Services Fee, as stated in Article 11, represents adequate and sufficient compensation for its timely provision of all professional Basic Services ( including those of its consulting structural, mechanical electrical, plumbing, and civil and other consulting engineers) necessary to completely design the Project and prepare Construction Documents that fully indicate the requirements for construction of the Work, whether or not those Services are individually listed or referred to in this Agreement, the only exceptions to this being: (1) the cost of those service that are provided by third parties and that are expressly designated herein as being "the Owner's responsibility" or "Owner-provided"; and (2) the cost of those engineering or consulting Service that become necessary as a result of an Owner-directed change in Project scope affecting the Architect (and that are the subject of a written agreement for the Additional Services between the Owner and the Architect.

**§ 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. The Architect will endeavor to provide designs, Construction Documents, and Services that shall conform to all federal, state, and local statutes and regulations governing its Services, the Project, and the Work. The Architect agrees and acknowledges that this duty is non-delegable- and that the Architect, by signing drawings or preparing Construction Documents to submit for purposes of obtaining building and other governmental permits shall be deemed to have performed reasonable care as designed in this paragraph to ascertain what codes apply to the Project ad has applied them accordingly. Nothing in this Agreement shall be construed to eliminate or diminish the Architect's responsibility for the compliance of its design, its Construction Documents, and its Services provided with local, state, and federal statutes and regulations, including but not limited to those that relate to hazardous material, restriction on development of wetlands, and accessibility for the

physically challenged.

**§ 2.3** The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

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

This designation shall be submitted in writing for the Owner's approval. Once approved, the designated representative shall not be changed without the Owner's written authorization.

**§ 2.5** 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.

**§ 2.6 Insurance.** The Architect shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this section or elsewhere in this Agreement from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located; and such insurance company or insurance companies shall have an A.M. Best rating of not less than A-VIII. The Architect shall maintain the required insurance until such time as the Owner is immune from liability for causes of action related to or arising from the Architect's conduct or as specified herein.

**§ 2.6.1** Commercial General Liability insurance written on an occurrence form with policy limits of not less than One Million Dollars (\$ 1,000,000.00 ) for each occurrence and Two Million Dollars (\$ 2,000,000.00 ) in the aggregate for products-completed operations hazard, providing coverage no less broad than the ISO CG 00 01 coverage form and for claims including, without limitation:

1. Damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person.
2. Personal and advertising injury;
3. Damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
4. Bodily injury or property damage arising out of completed operations; and
5. Architect's indemnity obligations under this Agreement.

The Architect's completed operations coverage shall be maintained for the period of time the Owner may be held legally liable for the Architect's services, work or conduct. On behalf of itself and its commercial general liability insurer, the Architect waives subrogation in favor of the Owner; and further, the Architect shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same

**§ 2.6.2** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect, its employees, and agents with policy limits of not less than One Million Dollars (\$ 1,000,000.00 ) 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. On behalf of itself and its automobile liability insurer, the Architect waives subrogation in favor of the Owner, and further the Architect shall cause such waiver of subrogation provisions to be included in its commercial insurance policies to memorialize the same

**§ 2.6.3** Workers' Compensation at statutory limits. On behalf of itself and its workers compensation insurer, the Architect waives subrogation in favor of the Owner; and further the Architect shall cause such waiver of subrogation provision to be included in its commercial insurance policies and memorialize the same.

**§ 2.6.4** Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000.00 ) each employee and ,and One Million Dollars (\$ 1,000,000.00 ) policy limit. . On behalf of itself and its employers' liability insurer, the Architect shall cause such waiver of subrogation provision to be included in its commercial insurance policies and memorialize the same.

**§ 2.6.5** Commercial Umbrella/Excess Liability Insurance limits of at least Four Million (\$4,000,000) in excess of Commercial General Liability, Automobile Liability, and Employers' Liability insurance limits such that the limits of liability of each underlying policy together with the limit of the Commercial Umbrella/Excess Liability policy is not less than Four Million Dollars ( \$4, 000,000) per occurrence. Coverage under the Commercial Umbrella/Excess Liability policy shall result in the same or greater coverage as those required under Sections 2.6.1, 2.6.2 and 2.6.4 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. On behalf of itself and its commercial umbrella/excess liability insurer, the Architect waives subrogation in favor of the Owner; and further, the Architect shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

**§ 2.6.6 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, including without limitation the insurance required by sections 2.6.1, 2.362, and 2.6.5 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. The Owner shall continue as an additional insured, upon the terms herein, for the period of time the Owner may be held legally liable for the Architect's services work or conduct. The Architects shall require all of its consultants if any, to include the Owner as as additional insured, upon terms substantially identical to those stated above, on the consultant's Commercial General Liability and Automobile Liability coverage.

To be clear, the Architect shall NOT include the Owner as an additional insured on the Professional Liability insurance coverage required by Section 2.6.7, particularly to the extent that such policy(ies) include any so-called insured-versus-insured exclusion.

**§ 2.6.7** Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than One Million Dollars ( \$ 1,000,000.00 ) per claim and Two Million Dollars ( \$ Two Million Dollars ) in the aggregate. The coverage required in this section shall be maintained for at least ten (10) years following termination of the Agreement or the date of substantial completion, whichever is later.

**§ 2.6.7** The Architect shall provide certificates of insurance acceptable to the Owner that evidence compliance with the requirements in this Section 2.6 at the following times: (1) prior to commencement of the services; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the period required by section 2.6. The certificates will show the Owner as an additional insured on the Architect's Commercial General Liability, Automobile Liability, and excess or umbrella liability policy. The Owner's acceptance of the Architect's certificates on insurance does not relieve any of the Architect's responsibilities under the Agreement and shall not constitute a waiver of the Architect's obligation to provide insurance as required by this Agreement. The Owner has the right to receive copies of any of the Architect's insurance policies ( including without limitation declarations pages, policy forms, and all endorsements) upon written request.

**§ 2.6.8** The Architect shall disclose to the Owner in writing any large deductible ( at least \$10,000) or self-insured retentions applicable to any insurance required to be provided by the Architect, and such large deductible or self-insured retention is subject to the Owner's written approval. The Owner has the right to require a proper form of collateral for any such large deductible or self-insured retention.

**§ 2.6.9** The Architect (or its insurance carrier must provide written notice to the Owner no less than thirty (30) days prior to any cancellation or non-renewal of the Architect's insurance. Within three (3) business days of the date the Architect becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 2.6, the Architect shall provide written notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Architect the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right (but not the obligation) to suspend the services until the lapse in coverage has been cured by the procurement of replacement coverage by the Architect. The furnishing of notice by the Architect shall not relieve the Architect of any contractual obligation to provide any

required coverage.

§ 2.6.10 Among the grounds to withhold payment, the Architect's failure to fully comply with all insurance requirements in this Section 2.6 provides the Owner sufficient grounds to withhold some or all payments otherwise due the Architect. The Owner has the right, but not necessarily the obligation, to declare the Architect's obligations under this Agreement.

§ 2.6.11 All of the coverage limits stated in this Section 2.6 are minimum insurance limits and shall not be construed in anyway to limit the liability of the Architect.

§ 2.6.12 The Architect's insurance, whether or not specified above, shall be primarily to any insurance maintained by the Owner.

§ 2.6.13 The Architect must require that its consultant, if any, meet or exceed the minimum insurance requirements in this Contract.

### **ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES**

§ 3.1 The Architect will provide all professional services necessary for the complete design and construction documentation of the Project. The Architect agrees that the Basic Services Fee, as stated in Article 11, represents adequate and sufficient compensation for its timely provision of all the professional Basic Services ( including those of its consulting structural, mechanical electrical, plumbing, and civil and other consulting engineers) necessary to completely design the Project and prepare Construction Documents that fully indicate the requirements for construction of the Work, whether or not those Services are individually listed or referred to in this Agreement, the only exceptions to this being: (1) the cost of those service that are provided by third parties and that are expressly designated herein as being "the Owner's responsibility" or "Owner-provided"; and (2) the cost of those engineering or consulting Service that become necessary as a result of an Owner-directed change in Project scope affecting the Architect (and that are the subject of a written agreement for the Additional Services between the Owner and the Architect).

§ 3.1.1 The Architect, among other duties, 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 be fully responsible for coordinating all Architect's Basic and all other services required under this Agreement regardless of whether performed by its own employees or its consultants. The purpose of such coordination is to ensure that the services required are performed in a reasonably efficient, timely and economical manner. The Architect shall be responsible to Owner for the services furnished to the Architect by any of its consultants to the same extent as if the Architect had furnished the service itself. The Architect also agrees to coordinate and resolve any inconsistencies in its work and the work of its consultants. All of Architect's contracts with its consultants shall be in writing, signed by both parties and shall include the following provision: "The Owner is intended to be a third party beneficiary of this agreement."

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner'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 Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, 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 submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of 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, provided that the Architect notifies the Owner of its disapproval prior to or within a reasonable amount of time after the directive or substitution.

**§ 3.1.6** The Architect represents that it is familiar with, and experienced in the interpretation and implementation of, laws codes and regulations applicable to the Architect's services and the Project in general. Accordingly, the Architect shall be subject to a standard of care consistent with industry standards in its execution of the work of this Project and as applicable to such laws, codes and regulations. The Architect shall, in coordination with the Construction Manager, respond in the design of the Project to a requirement imposed by governmental authorities having jurisdiction over the Project and shall comply with all directives of such authorities. Where necessary for the successful completion of the Project, the Architect shall meet with all appropriate governmental officials in the various design stages hereunder to apprise such officials of the specifics of the Project in order to avoid any deviations from such laws, codes and regulations and in order to expedite all permitting procedures. The Architect acknowledges the Owner is relying on the Architect's expertise in laws codes and regulations concerning projects of this type. The Architect agrees that all work performed by the Architect any consultants of the Architect shall fully comply with all such laws, codes and regulations in a manner consistent with industry standards. In the event that the Project fails to comply with any law, code or regulation in a manner consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances and such failure is not due to the Construction Manager's failure to comply with the Contract Documents, then the Architect shall be responsible to the Owner for any damages, including costs of replacement, lost income and all other direct and indirect costs associated with such failure.

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

**§ 3.1.8** Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

### **§ 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate**

**§ 3.2.1** At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

**§ 3.2.2** Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

### **§ 3.3 Schematic Design Phase Services**

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

**§ 3.3.2** The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, 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.

**§ 3.3.3** The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the

Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

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

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for Construction Manager's review and 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.

§ 3.3.5.1 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.

§ 3.3.5.2 The Architect shall consider with the Owner and the Construction Manager 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.

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost 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.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

#### § 3.4 Design Development Phase Services

§ 3.4.1 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 Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and 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.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Construction Manager's information and 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.

#### § 3.5 Construction Documents Phase Services

§ 3.5.1 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 Construction Manager's review and 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 Construction Manager 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.

**§ 3.5.2** The Architect shall prepare Construction Documents that conform with the laws, codes ordinances, regulations and other requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

**§ 3.5.3** During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.

**§ 3.5.4** Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

**§ 3.5.5** Upon receipt of the Construction Manager's information and 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.

## **§ 3.6 Construction Phase Services**

### **§ 3.6.1 General**

**§ 3.6.1.1** The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction as amended by Owner, unless otherwise provided in this Agreement. Modifications made to the General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

**§ 3.6.1.2** Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

**§ 3.6.1.3** The Architect shall advise and consult with the Owner and Construction Manager 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 Construction Manager'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 Construction Manager or of any other persons or entities performing portions of the Work.

### **§ 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

Construction Manager, 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. If the architect does not reject non-conforming Work, the Architect shall demand in writing that the Construction Manager bring the non-conforming Work into compliance with the Contract Documents; and, if the Construction Manager's efforts to do so are not begun and completed expeditiously, the Architect shall report that failure to the Owner in writing, stating: (a) the problem (b) the reasons for the actions taken by the Architect; (c) what, if any, response has been forthcoming from the Construction Manager; and (d) what actions by the Owner and/or Construction manager are needed or expected. 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 Construction Manager, 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 Construction Manager. 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 Construction Manager, 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 Construction Manager 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 Construction Manager as provided in the Contract Documents.

### **§ 3.6.3 Certificates for Payment to Construction Manager**

**§ 3.6.3.1** The Architect shall review and certify the amounts due the Construction Manager 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 Construction Manager'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 Construction Manager 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 Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager 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 Construction Manager'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. Submissions that are not approved by the Architect are to be brought to the attention of the Owner concurrent with notification to the Construction Manager.

**§ 3.6.4.2** The Architect shall review and approve, or take other appropriate action upon, the Construction Manager'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 Construction Manager'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 Construction Manager 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 Construction Manager'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. Nothing in the Agreement shall be construed as an Owner's Authorization to the Architect to delegate design responsibility. Except for delegation to consulting engineers who are responsible to, and in privity with, the Architect, any delegation of design responsibility by the Architect must be specifically authorized in writing, in advance, by the Owner, which authorization can be withheld by the Owner for any reason.

**§ 3.6.4.4** 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 Construction Manager 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. The Architect shall provide written notice to the Owner of a minor change as soon as practicable after authorizing the minor change. 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 Construction Manager; 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 (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager 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 Construction Manager, 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 Construction Manager: (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 Construction Manager 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 Additional Services listed below are not included in Basic Services but may be required for the Project. The Owner may request other Supplemental Services of the Architect. Supplemental Services will be requested by the Owner and confirmed in writing. Should the Owner request services that the Architect believes to be outside the scope of Basic Services, the Architect shall, before performing those services, inform the Owner in writing of the Architect’s belief that the services requested are Supplemental Services and shall provide an estimate in writing to the Owner of the probable total of the Additional Service Fees to be incurred in performing the services requested

*(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 Tenant-related services	
§ 4.1.1.2 Commissioning	
§ 4.1.1.3 Sustainable Project Services	
§ 4.1.1.4 Historic preservation	
§ 4.1.1.5 Furniture, furnishings, and equipment design	

**§ 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.)*

§ 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.)*

**§ 4.2 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:

## 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 retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 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. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, 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 Construction Manager 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. Notwithstanding anything to the contrary contained in this Agreement, Owner's review and approval of any and all documents or other matters required herein shall be for the purpose of design, program, and project scope compliance and provided Architect with information and not for the purpose of determining the technical accuracy and completeness of such documents. Such review and approval by Owner shall in no way create any liability on the part of the Owner (notwithstanding any professional skill and judgment possessed by the Owner) for technical errors, inconsistencies or omissions in any approved documents, nor shall such review and approval alter Architect's responsibilities hereunder with respect to such documents.

§ 5.5 Where necessary for the Architect's performance of the Services, 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 Intentionally deleted

§ 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, where needed for performance of the Work and where the need is not the result, in whole or in part, of the Architect's negligence or failure to perform.

§ 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 and Construction Manager 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 Construction Manager that it knows relates to or affect the Architect's services or professional responsibilities or shall notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project within a reasonable amount of time. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 The Owner shall coordinate the Architect's duties and responsibilities set forth in the Agreement between the Owner and the Construction Manager 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 Construction Manager, 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 Construction Manager 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 the Construction Manager's 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 compensation of the Construction Manager for Preconstruction Phase services; 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 the 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 Construction Manager 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 Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Basic Services,

revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager'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.

**§ 6.3.1** If the Architect is providing cost estimating services as a Basic Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

**§ 6.4** If, prior to the conclusion of the Design Development Phase, the Construction Manager'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 Construction Manager, 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 Construction Manager's 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

- .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 and Construction Manager, 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.

**§ 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 the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate 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 hereby assigns to the Owner, without reservation, all copyrights to all project-related documents, models, photographs, and other expressions created by the Architect. Among those documents are certain "Instruments of Service," including the design drawings and the drawings and specifications that are included in the Contract Documents. Also the Owner's obligation to pay the Architect is expressly conditioned upon the Architect's obtaining a valid written comprehensive assignment of copyrights from his Consultants in terms identical to those that obligate the Architect to the Owner as expressed in this subparagraph, which copyrights the Architect, in turn hereby assigns to the Owner. The Owner, in return hereby grants the Architect a nonexclusive license to reproduce the documents for purposes relating directly to the Architect's performance of this project, for the Architect's archival records and for the Architect's reproduction of drawings and photographs in the Architect's marketing materials, provided the content of those materials as to this Project, are approved as requested in Paragraph 6.3 of this Agreement. No other project-related documents may be reproduced for any other purpose without the express written permission of the Owner. No other copyrights are included in this grant of nonexclusive license to the Architect. This non-exclusive license shall terminate automatically and immediately upon the occurrence of either a breach of this Agreement by the Architect or by the commission by the Architect of a tort or a crime potentially affecting the Owner of the Project. This nonexclusive license is granted to the Architect alone and shall not be assigned by the Architect to any other person or entity. Other provisions of this Agreement notwithstanding, this nonexclusive license shall terminate automatically upon an Architect's assignment of this nonexclusive license to another or his attempt to do so. However, nothing in this paragraph shall be construed to preclude the Architect from, in turn, assigning to his Consultants a nonexclusive license coextensive with the Architect's applying to the documents originally created by that Consultant.

**§ 7.2** If the Owner subsequently reproduces project-related documents or creates a derivative work based upon project-related documents created by the Architect, where permitted or required by law, the Owner shall where permitted by law or required by law remove or completely obliterate the original professional seals, logos, and

other indications on the documents of the identity of the he Architect and the Architect's consultants. However, if required by law, such identification with appropriate qualifying language or other statutorily prescribed information identifying the original Architect may remain or be applied by the Owner or by a designee of the Owner. The Owner agrees to hold the Architect and its consultants harmless from claims that may arise from any reuse.

**§ 7.3** The Architect shall maintain confidentially of all Project documents and shall not publish or in any way disseminate or distribute any project documents, including but not limited to, correspondence, estimates, drawings, specifications, photographs, or any other material relating to the Project without the express written permission of the Owner .

## **ARTICLE 8 CLAIMS AND DISPUTES**

### **§ 8.1 General**

**§ 8.1.1** The Owner and Architect may mutually agree to submit to mediation any claim, dispute, or other matter in question arising out of or related to this Agreement, but shall not be obligated to do so as a prerequisite of instituting any legal action. If the parties agree to engage in mediation, they shall share in the payment of mediator's fees and filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon by the Architect and the Owner.

**§ 8.1.2** Notwithstanding any reference to arbitration contained in this Agreement, neither the Architect nor the Owner shall be obligated to resolve any Claim through arbitration.

## **ARTICLE 9 TERMINATION OR SUSPENSION**

**§ 9.1** The Architect shall give the Owner twenty-one (21) days' written notice of the Architect's intention to terminate or suspend provision of services. This shall specify the Architect's reasons for the intended termination or suspension and shall state with specificity the means by which the owner may cure the asserted grievance.

**§ 9.2** Unless otherwise noted herein, the Architect shall be compensated for services fully and satisfactorily performed prior to notice of such suspension if the Project is suspended by the Owner for more than ninety (90) consecutive days.

**§ 9.3** If the Project is suspended or the Architect's services are suspended for more than 90 consecutive days , , the Architect may terminate this Agreement by giving not less than twenty-one (21) days' written notice.

**§ 9.4** This Agreement may be terminated by the Owner, with or without cause, for the Owner's convenience upon not less than seven days' written notice to the Architect. The Owner shall compensate the Architect for all sums due hereunder to the date of the termination, but the Owner shall have no obligation to pay or reimburse the Architect for lost profits or unabsorbed overhead or any other consequential or incidental damages.

**§ 9.5** This Agreement or any part of it may be suspended by The Owner upon written notice to the Architect. Owner shall compensate the Architect for all sums hereunder to the date of suspension, but the Owner shall have no obligation to pay or reimburse the Architect for lost profits or unabsorbed overhead or any other consequential or incidental damages

**§ 9.6** In the event that the Architect fails to perform in accordance with the terms and conditions of this Agreement, Owner ay send a Notice of Termination to the Architect. The Architect shall have seven (7) days from the date of transmittal to cure the default or breach. The Notice of Termination shall be effective if the Architect does not cure the default or breach within seven (7) days after its date of transmittal The Owner shall compensate the Architect for all sums due hereunder to the date of termination, but the Owner shall have no obligation to pay or reimburse the Architect for lost profits or unabsorbed overhead or any other consequential or incidental damages. However, the Owner shall be entitled to offset any amounts due and owing the Architect pursuant to this provision by the amounts of any damages incurred by the Owner as a result of the Architect's

breach, which offset shall not prejudice the right of the Owner to recover additional damages or to exercise any other remedy at law or in equity. If termination made pursuant to the section is later found or agreed to have been improper, then the termination pursuant to section 9.4

## **ARTICLE 10 MISCELLANEOUS PROVISIONS**

§ 10.1 This Agreement shall be governed by the law of the State of Nebraska. Mandatory and exclusive venue for any disputes shall be in the appropriate state or federal court for the county in which the Project is located.

§ 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, as amended, unless a contrary definition is set for or inferable from this Agreement. The term “Contractor” as used in A201–2017 shall mean the Construction Manager.

§ 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. Should the Architect become aware of the presence of hazardous materials or toxic substances on the Project site, it shall immediately report that presence to the Owner in writing.

§ 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 upon prior written approval of the Owner. The Architect shall be given reasonable access to the completed Project to make such representations. The Architect’s materials shall not include the Owner’s confidential or proprietary information, and the Architect shall not take or use photographs which include pictures of the Owners students, faculty, employees, volunteers or visitors without prior written approval of the Owner. 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.

**§ 10.10** The Architect shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If the Architect employs or contracts with any Subcontractor or Consultant in connection with this Agreement, the Architect shall include a provision in the contract requiring the Subcontractor or Consultant to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

**§ 10.11** The Architect agrees that all Drawings and Specifications and other documents prepared by the Architect for the Project which are utilized by the Owner and/or Owner's contractor or contractors, shall be reasonably accurate and complete as is customary for typical construction documents. The Architect shall notify the Owner in a prompt and timely manner of any discovered discrepancies, inconsistencies or missing information necessary to provide reasonably accurate and complete documents. Failure to so notify the Owner will be considered a breach of the standard of professional practice set forth in this Agreement.

**§ 10.12** The Architect shall promptly advise the Owner of any problems which come to its attention that may cause a delay in the completion of the Project, or any portion thereof, or in the performance of the Architect's services. The Architect acknowledges that time is of the essence in this Agreement.

#### **§ 10.13 Indemnification**

**§ 10.13.1** To the fullest extent permitted by law, the Architect shall defend, indemnify, and hold harmless the Owner and its officers, board members, employees, agents, consultants, and representatives (the "Indemnitees") from and against any and all claims, demands, damages, losses, expenses, (including Attorneys' fees):

1. In the event that a claim or mechanic's lien is asserted by one of the Architect's consultants or contractors for non-payment by the Architect to that consultant or contractor after the Owner has made payment to the Architect on account of that consultant's or contractor's work;
2. For all damages, losses or claims, including reasonable legal expenses, that arise as a result, in whole or in part, of the negligence, errors omissions, or failure to perform by the Architect, its employees, its agents, or its Consultants; and
3. In whole or in part, of the breach of the Agreement or any implied covenants deemed to be applied thereto, intentional acts omissions, or other failure to perform by the Architect, his employees, his agents, or his Consultants.

**§ 10.14** In the event of any controversy, other than a change of project scope, between the Owner and the Architect under this Agreement, including but not limited to, whether or not any services the Owner expects the Architect to perform are within the scope of Basic Services or any dispute as to whether or not the Architect is entitled to additional compensation for any work requested or performed, the Architect shall continue to proceed diligently with the performance of its services under this Agreement pending resolution of the dispute, and the Owner agrees to pay the Architect in accordance with this Agreement for all services rendered by the Architect which are not the subject of the Controversy.

**§ 10.15** The Architect and all Subcontractors and Consultants, if any, shall not manufacture, sell, distribute, dispense, possess or use controlled substances or marijuana, as defined by Nebraska law, during the performance of this Agreement while on school premises or at school related functions. The Architect and all Subcontractors and Consultants, if any, shall not possess any weapon, as defined by Nebraska law and the federal "Drug-Free Schools Act," on school property or at school related functions. The Architect and all Subcontractors and Consultants, if any, also shall adhere to all Owner's policies and regulations that prohibit the possession, distribution, sale, dispensation, or use of any alcohol or tobacco products while on school premises or at school related functions. Failure to comply with this provision may be considered a material breach. The Owner may suspend or terminate the Architect, Subcontractor, and/or Consultant if they violate these

laws, regulations, or policies or this provision.

**§10.16** The Architect and all Subcontractors or Consultants, if any, shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.

**§ 10.17** Architect's federal employer identification number is: 90-0000 144.

**§ 10.18** The Architect acknowledges that the Owner must comply with NEB. REV. STAT. § 84-712 through § 84-713 and release public records as defined law upon request, which may include this Agreement and all records created and maintained in relation to this Agreement.

**§ 10.19** When present on Owner's property, Architect and its employees and subcontractors or anyone directly or indirectly employed by or representing any of them, shall:

- .1 carry photo identification;
- .2 not smoke or otherwise use tobacco;
- .3 not use, or be under the influence of, alcohol or drugs;
- .4 not carry a firearm or other weapon; and
- .5 comply with all of the school district's rules, policies, procedures which are intended to protect the safety and health of its faculty, staff, students, and visitors

**§ 10.20** Intentionally deleted.

**§10.21** The Architect shall not design, specify or incorporate in the Drawings or Specifications for the Project, and shall not approve any shop drawings specifying any hazardous materials or toxic substances, in such manner as would violate the requirements of all existing laws, ordinances, codes, rules and regulations, orders and decisions of all government authorities having jurisdiction over the Site, the Work or any part of either, or would cause substantial damage or a risk of substantial damage to the environment, or in such a manner as to leave any residue which could be hazardous to persons or property or cause liability to Owner. For purposes of this Agreement the term "hazardous materials" and "toxic materials" shall include, but shall not be limited to, substances currently defined as "hazardous substances" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended 42 U.S.C. Sec. 9061 et seq., Hazardous Materials Transportation Act, 49 U.S.C. Sec. 1802, the Resource Conservation Act and Recovery Act, 42 U.S.C. Sec. 6910 et seq., and all other federal, state, and local environmental laws, rules and regulations as all of the above may be amended from time to time.

**§ 10.22** The Services provided by the Architect are deemed to be personal in nature. The Architect hereby appoints the following individuals to the Project Team: Jacob M. Sertich , Managing Principal. The Architect shall not make substantial changes to this appointed Project Team without the written approval of the Owner. Should circumstances beyond the control of the Architect compel changes to this Project Team, the Architect shall submit the credentials of the Architect's proposed replacement Project Team member(s) for the Owner's approval, which approval shall not be unreasonably withheld. However, nothing in this clause shall be construed to limit the Owner's rights to terminate this Agreement, as provided for herein, due to a change in Project Team composition. Termination by the Owner as a result of a change in the Project Team shall be deemed a justifiable Termination for Cause.

**§ 10.23** 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)

Eight percent ( 8 ) % 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.)

Employee or Category	Rate
Managing Principal	\$200.00
Principal	\$175.00
Professional	\$150.00
Technical	\$125.00
Professional Support	\$ 75.00

§ 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.)

Employee or Category	Rate
Managing Principal	\$200.00
Principal	\$175.00
Professional	\$150.00
Technical	\$125.00
Professional Support	\$ 75.00

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect

§ 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	«Twenty-five »	percent (	« 25 »	%)
Construction Documents Phase	«Thirty »	percent (	« 30 »	%)
Bidding Phase	«Five »	percent (	« 5 »	%)
Construction Phase	«Twenty »	percent (	« 20 »	%)
<hr/>				
Total Basic Compensation	One hundred	percent (	100	%)

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, 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.)*

Employee or Category	Rate (\$0.00)
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§ 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 Project web sites;
- .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 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .7 Site office expenses;

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Eight percent ( 8 %) of the expenses incurred.

§ 11.9

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero (\$ 0 ) 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 Deleted

§ 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 ( ) 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.)*

%

**§ 11.10.2.2**

Intentionally Deleted

**§ 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** The Architect hereby agrees to maintain the insurance described in Paragraph 2.6 hereof during the term hereof. If the Architect fails to furnish and maintain the insurance required by Paragraph 2.6, the Owner may purchase such insurance on behalf of the Architect, and the Architect shall pay the cost hereof to the Owner upon demand and shall furnish to the Owner any information needed to obtain such insurance.

**§ 12.2** Notwithstanding anything in the Agreement to the contrary, the Architect shall not be entitled to any increase in compensation or Reimbursable Expenses which accrue as a result of any error or omission by the Architect or as a result of the Architect's breach of any provision in this Agreement.

**§ 12.3** The Owner's approval of the Schematic Design Documents, the Design Development Documents, Drawings and Drawings and Specifications and any other Construction Document and Contract Document shall be deemed to be approval of the concepts therein, but not approval of the means, techniques or particular material recommended by the Architect for the Project.

**§ 12.4** The failure of either party to exercise any of its rights under this Agreement for a breach or violation thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach or violation. »

**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 B133™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition
- .2 Building Information Modeling Exhibit, if completed:
- .3 Exhibits:

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

\_\_\_\_\_  
**OWNER** *(Signature)*

\_\_\_\_\_  
**BY: Dr. Ken Schroeder, Superintendent**

*(Printed name and title)*

\_\_\_\_\_  
**ARCHITECT** *(Signature)*

\_\_\_\_\_  
**BY: Jacob M. Sertich, Managing Principal**

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

Inspection							
Inspector	Date	Time	Company	Inst. year	Age	Class	Latitude
AN	3/14/2025	7:59:25 AM	Ravana Public S	1960	65	Class 3	41.03006363
AN	3/14/2025	8:02:12 AM	Ravana Public S	1960	65	Class 3	41.02954102
AN	3/14/2025	8:04:06 AM	Ravana Public S	1999	26	Class 3	41.02954102

### Pole data

Longitude	Span [ft]	Circumference [in]	Height [ft]	Species	Preservative
-98.92117310	348	44	60	South. yellow pine	Creosote full length
-98.92063141	348	44	60	South. yellow pine	Creosote full length
-98.92117310	348	44	60	South. yellow pine	Penta. full length

Environment			Defects		
Temperature [°F]	Soil type	Soil condition	Pole inclination [ft]	Sum diam. knots [in]	Depth surf. decay [in]
	Normal	Dry			0.50
	Normal	Dry			0.75
	Normal	Dry			

Mech. dam. depth [in]	Defects	General			Measurement 1			
		Count	Serial	ID	Force	Moisture	Strength [PSI]	Analysis
		2	PX05-0	PX046164	152	20	4885	
		2	PX05-0	PX046166	96	35	3426	
		2	PX05-0	PX046168	160	22	6130	

### Polux measurements

#### Measurement 2

Result	ID	Force	Moisture	Strength [PSI]	Analysis	Result	Nominal [PSI]
Green	PX046163	120	28	4264		Orange	7200
Red	PX046165	117	28	3846		Orange	7200
Green	PX046167	160	35	6040		Green	7200

Result					Remarks	
Residual strength [PSI] (without defects)	Ratio	Residual strength [PSI] (with defects)	Ratio	Inspector result		
	4967	69 %	4574	64 %	Red	
	4393	61 %	3566	50 %	Red	
	6085	85 %	6085	85 %	Green	

**Pictures**

# Quote

Date: March 2025

Ravenna High School

Sourcewell

Master Project: 199030, Contract Number: 041123-MSL, Expiration: 06/16/2027

Category: Sports lighting with related supplies and services

All purchase orders should note the following:  
Sourcewell purchase – contract number: 041123-MSL

## Quoted Price– Materials and Installation

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Musco's Light-Structure System™ as described below and delivered to the job site:

**Football Stadium - ..... \$267,000.00**

*(360'x160', 30-foot candles, LSS, 25-year warranty, Lighting on home Bleachers)*

**ADDER: Show-Light® ..... \$10,000.00**

*Sales tax, and Bonding are not included.*

*Pricing furnished is effective for 60 days unless otherwise noted and is considered confidential.*

## System Description –Factory-built, wired, aimed, and tested lighting system includes:

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- Remote electrical component enclosures
- Pole length wire harnesses
- Factory-aimed and assembled luminaires
- UL listed as a complete system

### Control-Link® Control and Monitoring System

- Control and monitoring cabinet
- Remote on/off control
- Monitoring with 24/7 customer support
- Onsite dimming (high/med/low)

### Show-Light® Special Effects Package (ADDER)

- Touchscreen for onsite control of theatrical effects
- Pre-programmed theatrical lighting effects applied to facility lighting design
- 4 minutes of light show programming set to customer-supplied and licensed music
- Onsite dimming (high/med/low/blackout)

### Environmental Light Control – control for neighbors and the environment

- Reduction of spill light and glare by 50% or more

### Always Ready to Play – control assuring the results you expect

- Reduction of energy and maintenance costs by 40% up to 85% over typical 1500W HID equipment
- Product assurance and warranty program that includes materials and onsite labor, eliminating 100% of your maintenance costs for **25 years** on (4) 70' Musco poles.



## Quote

Date: March 2025

Ravenna High School

### Payment Terms

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Musco's Credit Department will provide payment terms.

Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC: Musco's Credit Department will provide payment terms.

Musco Sports Lighting, LLC

Fax: 800-374-6402

Email: [musco.contracts@musco.com](mailto:musco.contracts@musco.com)

### Delivery Timing

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8 - 12 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole locations.

Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole locations after the product is sent to production could result in additional charges.

### Notes

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- Shipment of the entire project together to one location
- Based on 480 Volt 3 Phase electrical system requirement (*can be changed*)
- Structural code and wind speed = 2018 IBC, 115MPH Wind Zone and exposure: C
- The owner is responsible for getting electrical power to the site, coordination with the utility, and any power company fees
- This is assuming power is adequate and readily available
- **Based on Standard soil conditions – rock, bottomless, wet or unsuitable soil may require additional engineering, special installation methods and additional cost**
- Confirmation of pole locations prior to production
- Musco is the General Contractor
- Sales representative will be present

Thank you for considering our team for your sports lighting needs. Please contact me with any questions.

Brad Thompson

Musco Sales Representative

Musco Sports Lighting, LLC

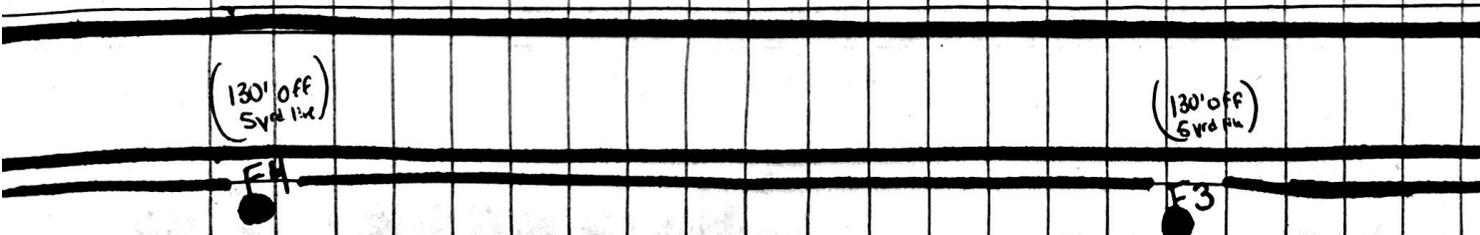
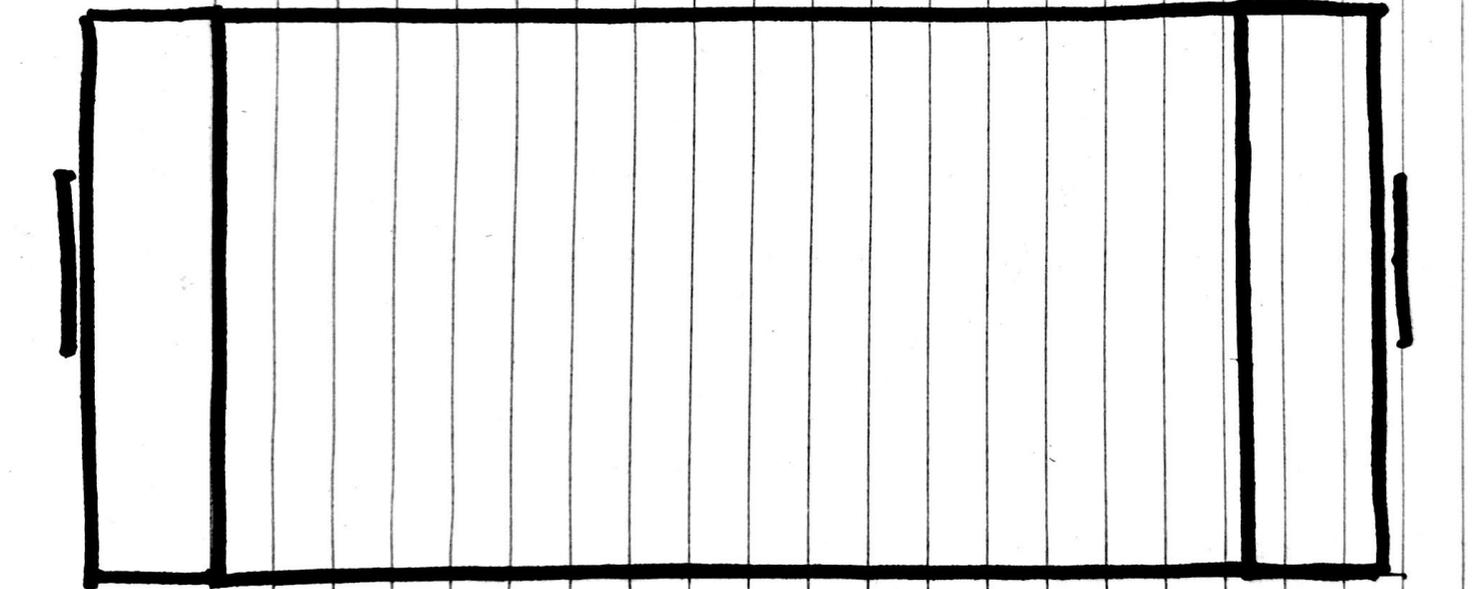
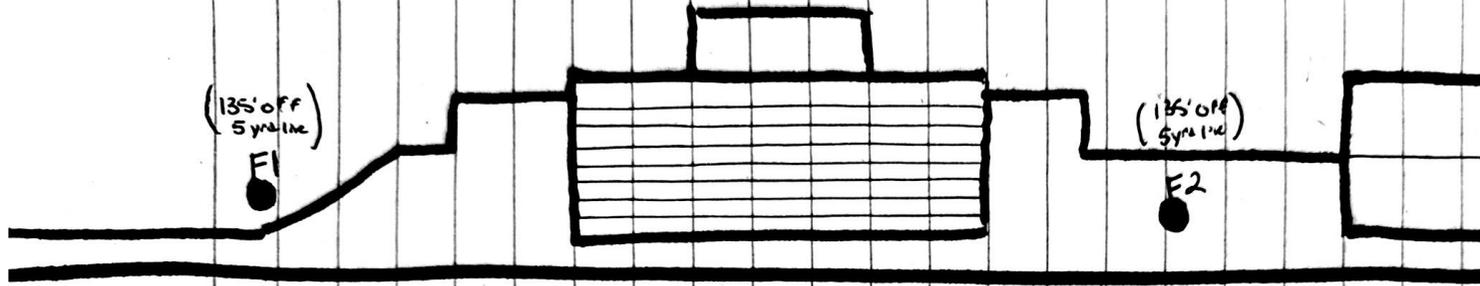
Phone: 641.660.9554

E-mail: [Brad.Thompson@musco.com](mailto:Brad.Thompson@musco.com)

Project #214457



Ravenna High School  
PA 214457



## HILLSBORO HIGH SCHOOL

Hillsboro, Oregon, USA

30 horizontal footcandles (300 lux), 2.5:1 uniformity

System Energy Comparison:  
41.4 kW – 74% reduction from typical HID equipment



## PORTER HIGH SCHOOL

Porter, Oklahoma, U.S.A.

30 footcandles (300 lux), 2:1 uniformity;

System energy comparison:  
36.8 kW – 73% reduction compared to typical HID equipment



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