

Board of Education Regular Meeting  
Monday, September 14, 2020 7:00 PM  
HS CONFERENCE ROOM  
705 N 9th St  
Arlington, Nebraska 68002

1. OPENING PROCEDURES
  1. Call Meeting to Order
  2. Roll Call
  3. Pledge of Allegiance
  4. Approval of Regular Meeting Agenda
2. WELCOME TO GUESTS AND PUBLIC FORUM
3. CONSENT AGENDA
  1. Minutes of the Previous Board Meeting(s)
  2. Monthly Financial Reports
  3. Approve New Hires: Megan Lacy, PT Custodian  
Janaye Beaty, Para  
Karis Duley, PT Para
4. CURRICULUM/INSTRUCTION REPORTS
  1. Technology Curriculum Report
5. REVIEW OF ANNUAL DISTRICT PLAN
6. PRINCIPALS' REPORTS
  1. Mrs. Morgan's September Report - Elementary
  2. Mr. Pfingsten's September Report- Secondary
  3. Mr. Shada's September Board Report- Activities
7. SUPERINTENDENT'S REPORT
  1. 2020-2021 Enrollment Figures
  2. NASB Update
  3. NRCSA Update
  4. Hot Lunch Program Option
8. COMMITTEE AND REPRESENTATIVE REPORTS
  1. Committee for American Civics
  2. Buildings and Grounds Committee
9. UNFINISHED BUSINESS
  1. Discuss and Consider Superintendent Evaluation Instrument
10. NEW BUSINESS
  1. Discuss, Consider and Take Necessary Action to Approve 2020-2021 Budget as presented during public hearing at 6:30pm on Sept 14.
  2. Discuss, Consider and Take Necessary Action to Adopt Resolution Setting the 2020-2021 Tax Levy Final Request as discussed in public hearing at 6:45 pm on Sept 14.
  3. Discuss, Consider, and Take Necessary Action to select a firm as Construction Manager for the Building/Renovation Project.

4. Discuss, Consider, and Take Necessary Action to approve contract with DLR.
5. Discuss, Consider, and Take Necessary Action to Approve Dugout Replacement at Baseball Field.
6. Discuss and Consider Policy Section 7000:
  - 7000: Facilities - Objectives
  - 7010: Facilities - Planning
  - 7020: Facilities - Guidelines for Construction
  - 7030: Selection of Architect Engineer
  - 7040: Financing of Construction - Building
  - 7050: Bid and Contracts
  - 7051: Awarding Contracts
  - 7052: Change Orders
  - 7053: Labor Materials and Performance Bonds
11. EXECUTIVE SESSION
12. ACTION ON EXECUTIVE SESSION ITEMS
13. ADJOURNMENT

## Board of Education Regular Meeting

Monday, August 10, 2020 7:00 PM Central

Elementary Multipurpose Gym  
705 N 9th St  
Arlington, Nebraska 68002

### 1. OPENING PROCEDURES

#### 1.1. Call Meeting to Order

Board President Matt O'Daniel called the meeting to order at 7:01p.m.

#### 1.2. Roll Call

Board members present were Matt O'Daniel, Shanon Willmott, Janet Warner, Bruce Scheer, Jason Arp and Jessica Scheer. Also present were Superintendent Dr. Dawn Lewis, Elementary Principal Jacqueline Morgan, and recording secretary Jenny Hansen. High School Principal Aaron Pfingsten and Athletic Direct James Shada were at new student/athletic meetings.

#### 1.3. Pledge of Allegiance

#### 1.4. Approval of Regular Meeting Agenda

### 2. WELCOME TO GUESTS AND PUBLIC FORUM

Jeremy Hansen as concerned parent and spouse of staff member with views on making mask wearing mandatory.

### 3. CONSENT AGENDA

Motion to approve the consent agenda as presented Passed with a motion by Bruce Scheer and a second by Janet Warner.

Jason Arp: Yea, Matt O'Daniel: Yea, Bruce Scheer: Yea, Jessi Scheer: Yea, Janet Warner: Yea, Shanon Willmott: Yea

#### 3.1. Minutes of the Previous Board Meeting(s)

#### 3.2. Monthly Financial Reports

### 4. CURRICULUM/INSTRUCTION REPORTS

#### 4.1. Discuss Curriculum Report Cycle for 2020-2021

Dr. Lewis and the board reviewed the curriculum reporting schedule.

### 5. PRINCIPALS' REPORTS

Mrs. Morgan reported we have worked hard to reduce class sizes. We will have MAP testing at the start of the year but we will wait for FAST Bridge assessment for a later date.

Mr. Pfingsten feels we will hit our requirement for the Committee on American Civics. New Science curriculum started this year. FCS will be our curriculum adoption for this year.

### 6. SUPERINTENDENT'S REPORT

#### 6.1. CM@R process, progress and updates

We are still advertising for a construction manager. Three companies participated in a walk-through. Proposals are due August 24 and will be reviewed by a committee of admin, staff member, and community members to determine who we would like to interview.

Tree stumps have been removed on the East side of the school in the parking loop and concrete has been patched in. Trees will be planted on the other side of the parking spaces. This added at least three parking spaces.

#### 6.2. NASB Update

The NASB update can be viewed at <https://vimeo.com/442484701>. There is a facilities and construction workshop on Sept 24.

#### 6.3. NRCSA Update

## 7. COMMITTEE AND REPRESENTATIVE REPORTS

### 7.1. Finance Committee

The Finance Committee met on July 21st. They feel we have a good handle on budget for next year. There will be a budget hearing prior to the Sept board meeting. Valuations are due on August 20 so we will schedule another finance committee meeting after August 20.

## 8. UNFINISHED BUSINESS

### 8.1. Further Updates Regarding Reintroduction Plan/Return to School

Dr. Lewis asked for further discussion of the reintroduction plan to determine if it is still supported by the board. No changes had been made, and Three Rivers had not changed their language. There will be times when asking staff and students to wear masks is appropriate. There will be three sections of almost every elementary class. First grade has two, and fifth/sixth will have an additional combined class to have seven sections total.

Aaron Pfingsten added that if we aren't able to have a socially distanced environment, we are asking kids to put on a mask as an administrative request. If students don't comply, then per our handbook there are consequences for non-compliance.

The NSAA is giving us guidance for sports, activities and music.

Matt O'Daniel complimented administration on the plan they have pulled together. They have had tremendous amount of time to come up with plan that is safe for our kids and staff. He feels that a vast majority of parents are talking to their kids about how to behave when they get to school. Ask kids to be respectful. Recommended or required is irrelevant.

Aaron Pfingsten stated that parents should be talking to their kids about what is happening at school. If this is/isn't happening, they want feedback on that.

### 8.2. Discuss, Consider and Take Necessary Action on Vehicle Purchase

The board discussed and decided to move forward with the minivan approved last month.

## 9. NEW BUSINESS

### 9.1. Discuss, Consider and Take Necessary Action to Purchase 180 iPads for PK-2

Dr. Lewis informed the board that we are in need of 180 iPads for kindergarten-2nd grade for the use of Canvas. This will cost a total of \$52,920 but most of this will be paid through the CARES Act grant.

Motion to approve purchase of 180 iPads for Pk-2 grade as presented. Passed with a motion by Jessi Scheer and a second by Janet Warner.

Jason Arp: Yea, Matt O'Daniel: Yea, Bruce Scheer: Yea, Jessi Scheer: Yea, Janet Warner: Yea, Shanon Willmott: Yea

### 9.2. Discuss, Consider, and Approve Topographic Survey Proposal

Motion to consider and approve topographic survey as presented not to exceed \$5,500. Passed with a motion by Bruce Scheer and a second by Matt O'Daniel.

Jason Arp: Yea, Matt O'Daniel: Yea, Bruce Scheer: Yea, Jessi Scheer: Yea, Janet Warner: Yea, Shanon Willmott: Yea

### 9.3. Discuss, Consider, and Approve Purchase of Choir Robes

The choir robes need replaced. \$4500 will be paid directly to the vendor by Music Boosters. Motion to approve purchase of choir robes as presented. Passed with a motion by Janet Warner and a second by Shanon Willmott.

Jason Arp: Yea, Matt O'Daniel: Yea, Bruce Scheer: Yea, Jessi Scheer: Yea, Janet Warner: Yea, Shanon Willmott: Yea

9.4. Discuss, consider and take action on Addendum to Negotiated Contract for 2020-2021 Year for COVID-19

Nearly the exact addendum that was passed for the 2019-2020 year when COVID began.

Motion to approve addendum to negotiated agreement for 2020-2021 school year as presented due to COVID 19. Passed with a motion by Matt O'Daniel and a second by Janet Warner.

Jason Arp: Yea, Matt O'Daniel: Yea, Bruce Scheer: Yea, Jessi Scheer: Yea, Janet Warner: Yea, Shanon Willmott: Yea

9.5. Discuss and Consider Policy Updates from Perry Law firm on Second Reading:

6283A: Return to Learn Protocol;

6117: Ceremonies and Observances and Pledge;

6111: Classroom Environment;

5006: Save Pupil Transportation Plan;

5406: Searches and Seizures;

5103: Extracurricular Activity Discipline;

5101 Student Discipline Policy;

1040 Annual Report;

4003/4003b: Employee Anti-discrimination and Complaint form;

4002: EEO;

3560: Records management;

1200: Anti-harassment;

6380: Affirmative Action Instruction Program;

5401/ 5401z: Equal Opportunity and Discrimination Complaint Form;

4190: Standards of Performance;

4260: Standards of Performance for Non-Certificated Staff;

5001: Admission Requirements.

Motion to adopt policy updates from Perry Law firm as presented. Passed with a motion by Shanon Willmott and a second by Jessi Scheer.

Jason Arp: Yea, Matt O'Daniel: Yea, Bruce Scheer: Yea, Jessi Scheer: Yea, Janet Warner: Yea, Shanon Willmott: Yea

9.6. Discuss and Consider Superintendent Evaluation Instrument

Dr Lewis shared some examples from neighboring districts. The board will review these in their own time. They will also review the NASB tool.

## 10. EXECUTIVE SESSION

11. ACTION ON EXECUTIVE SESSION ITEMS

12. ADJOURNMENT

Matt O'Daniel adjourned the Board Meeting at 8:29 p.m.

\_\_\_\_\_  
Matt O'Daniel, Board President

\_\_\_\_\_  
Dawn Lewis, Board Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Arlington Public Schools**  
**August 31, 2020**

Fund Name 2 Rivers Bank	Starting Balance	Receipts	Disbursements	Interfund Transfers	Ending Balance
General Fund - 864	\$ 145,445.01	\$ 214,394.41	\$ 866,624.94	\$ 633,812.80	\$ 127,027.28
Activities - 109	\$ 114,691.80	\$ 27,794.41	\$ 20,155.74	\$ -	\$ 122,330.47
Activities Saving - 713	\$ 219.91	\$ -	\$ -	\$ -	\$ 219.91
Activities CD - 5826	\$ 104,223.67	\$ -	\$ -	\$ -	\$ 104,223.67
		1/30/19-7/30/21		Total Activities:	\$ 226,774.05
Sweep - 956	\$ 4,086,016.10	\$ 796.94		\$ (632,835.07)	\$ 3,453,977.97
Hot Lunch - 487	\$ 92,097.62	\$ 12,212.36	\$ 263.27	\$ (977.73)	\$ 103,068.98
Employee Benefit Fund	\$ 841.95	\$ -	\$ -	\$ -	\$ 841.95
Depreciation Fund	\$ 1,474,969.54	\$ 300,338.19	\$ -	\$ -	\$ 1,775,307.73
Depreciation CD - 5826	\$ 250,000.00	\$ -	\$ -	\$ -	\$ 250,000.00
		1/15/20-1/15/21		Total Depreciation:	\$ 2,025,307.73
2017 Bond Refunding	\$ 732,484.20	\$ 6,514.76	\$ -	\$ -	\$ 738,998.95
QCPUF	\$ 334,394.29	\$ 5,584.57	\$ -	\$ -	\$ 339,978.86
Spec Bldg Fund	\$ 952,970.39	\$ 13,976.80	\$ -	\$ -	\$ 966,947.19
Sp Building CD - 5826	\$ 252,311.48	\$ -	\$ -	\$ -	\$ 252,311.48
		1/15/20-4/15/21		Total Spec Bldg:	\$ 1,219,258.67
<b>Total Special Funds</b>	<b>\$ 3,997,971.85</b>	<b>\$ 326,414.32</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 4,324,386.17</b>

**ARLINGTON PUBLIC SCHOOLS  
GENERAL FUND  
August 31, 2020**

<b>Beginning Fund Balance</b>	7/31/2020	\$ 4,231,461.11
Receipts		\$ 215,191.35
Disbursements		\$ (462,750.30)
Payroll Taxes and Electronic Submissions		\$ (119,262.71)
Net Payroll		\$ (284,611.93)
Outstanding Liabilities		
Adjustments **		\$ 977.73
 <b>Ending Fund Balance</b>	 8/31/2020	 \$ 3,581,005.25
 <b>FUND BALANCE ASSETS</b>	 8/31/2020	
Two Rivers Bank		
General Fund Checking		\$ 127,027.28
General Fund Sweep Account		\$ 3,453,977.97
 <b>TOTAL GENERAL FUND ASSETS</b>		 \$ 3,581,005.25

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HL transfer

**ARLINGTON PUBLIC SCHOOLS  
SPECIAL FUND  
September 30, 2020**

<b>Beginning Fund Balance</b>	8/31/2020	\$ 4,324,386.17
Receipts		\$ 326,414.32
Disbursements		\$ -
Adjustments **		
 <b>Ending Fund Balance</b>	 9/30/2020	 \$ 4,650,800.49
 <b>FUND BALANCE ASSETS</b>	 9/30/2020	
 Two Rivers Bank Balance	Special Funds	\$ 3,822,074.69
	CD - Spec Bldg	\$ 252,311.48
	CD - Depreciation	\$ 250,000.00
		\$ 4,324,386.17

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**CHECK REGISTER FOR SEPT 2020 BOARD MEETING**

(Includes special fund checks)

<b>PAYEE NAME</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
Abante	tee	370.08
Alpha Pro Solutions	alcohol tests	\$ 86.00
Arp, Jennifer	reimburse for supplies (COVID)	\$ 30.40
American Broadband	Telephone service	\$ 491.08
Apple Computers	Ipad 10 pack bundle	\$ 2,940.00
Abbot, Cheryl	Back Alley Sugar Shack	\$ 112.50
Airgas Inc	Tank rental	\$ 82.42
Bomgaars Supply	Maintenance Supplies	\$ 35.98
Blick Art Materials	Supplies	\$ 223.43
Cashwa Distributing	Food Order	\$ 5,285.19
Carson Dellosa Publishing, LLC	Monster Nameplates	\$ 22.78
Carson Dellosa Publishing, LLC	Modern Cursive	\$ 9.54
Clausen, Martin	Chem Tech Pest Solutions	\$ 92.64
CDW-G	paper for printer	\$ 60.64
Central Confinement Svcs	Desk Shields for secretaries	\$ 139.80
Culligan	40 lbs solar salt	\$ 292.80
Cengage Learning	Acct'g Materials	\$ 382.80
Cash	Post Office Bag	\$ 153.55
Class Intercom	Social Platform	\$ 975.00
Center Point	Natural Gas	??
Demco	Library Materials	\$ 276.70
Dennis Supply	Maintenance Supplies	\$ 634.30
ESU#3	Supplies	11284.55
Enterprise Publishing	BTS opening ad	\$ 357.00
Egan Supply	Maintenance supplies (COVID)	\$ 247.53
Enterprise Publishing	BOE for meeting	\$ 10.23
Egan Supply	Maintenance Supplies	\$ 422.80
Egan Supply	Maintenance supplies (COVID)	\$ 1,325.13
Earthgrains	Food Order	\$ 736.66
Enterprise Publishing	Legals for BOE meeting	\$ 159.95
ESU #2	canvas subscription for 777	\$ 2,331.00
Fremont Builders Supply	Classroom doors	\$ 1,600.00
Follett School Solutions	HS library order	\$ 875.51
Fort Calhoun	OT services	\$ 4,869.16
Fairhead, Nichole	reimburse for supplies (COVID)	\$ 280.15
Follett School Solutions	PK-6 library order	\$ 1,291.06
Feick, Teresa	reimburse for supplies (COVID)	\$ 319.95
Follett School Solutions	PK-6 library order	\$ 380.66
Fremont Lock Shop	keys	\$ 24.00
5th Season	Practice Field Sprinklers	\$ 545.40
Grefe Excavating	Stump removal east HS parking lot	\$ 1,750.00
Glynlyon Inc	Odysseyware	\$ 300.00
Grizzly Industrial	Maintenance Supplies	\$ 793.89
Gaggle	Staff Email	\$ 1,945.00
Hiland Dairy	Milk/Dairy Order	\$ 1,794.37
Hobby Lobby	Maintenance supplies (COVID)	\$ 37.42
Hobby Lobby	Maintenance supplies (COVID)	\$ 17.97
Hobby Lobby	Maintenance supplies (COVID)	\$ 23.97
Hobby Lobby	Maintenance supplies (COVID)	\$ 31.96
Hobby Lobby	Maintenance supplies (COVID)	\$ 61.16
Harco Athletic	FB Helmet	\$ 553.00

Hometown Leasing	Printer Copier Lease	\$ 1,723.15
Informis LLC	temperature kiosk (COVID)	\$ 2,870.00
Jamie Huss	August Athletic Training	\$ 3,000.00
Jackson Service	Kitchen Supplies	\$ 360.49
JW Pepper	sheet music	\$ 123.32
Kairos Corp	Tree Removal from parking on East side	\$ 3,950.00
Kam Com Technologies	Top Cover / Keyboard	\$ 360.00
KSB School Law	Legal Services	\$ 624.50
LE Learn to Move	PT Svcs	\$ 33.00
Lincoln Journal Star	Help Wanted for Custodial	\$ 466.90
Lakeshore Equipment	Supplies	\$ 122.37
Lakeshore Equipment	Supplies	\$ 221.79
Lakeshore Equipment	Supplies	\$ 542.63
Lakeshore Equipment	Supplies	\$ 233.57
Lou's Sporting Goods	FB supplies	\$ 1,463.40
Lou's Sporting Goods	Tee's	\$ 954.30
Lou's Sporting Goods	mouthpiece	\$ 55.00
Lou's Sporting Goods	batting helmet	\$ 251.70
Lou's Sporting Goods	coaches polos	\$ 120.00
Lou's Sporting Goods	men's polo	\$ 25.00
Lou's Sporting Goods	wrestling singlet	\$ 325.13
Lou's Sporting Goods	coaches polos and pants	\$ 1,667.82
Lincoln Journal Star	Public notice for board mtg August 31	\$ 8.50
Midwest Distributing Corp	Maintenance Supplies	\$ 200.30
Methodist Fremont Health	bus driver phsyical	\$ 150.00
Menards	Maintenance supplies (COVID)	\$ 385.60
Menards	Maintenance supplies (COVID)	\$ 372.76
Menards	Maintenance Supplies	\$ 707.12
Max D Signs	Bus signs (COVID)	\$ 240.00
Mueller, Heather	reimburse for supplies (COVID)	\$ 439.81
Midwest Alarm Services	Annual Fire alarm inspection	\$ 2,063.28
Menards	Maintenance supplies (COVID)	\$ 1,661.23
Midwest Technology	Foam Brushes	\$ 146.80
Medco Supply	Maintenance supplies (COVID)	\$ 227.00
Mahoney Fire Sprinkler	Back Flows for Maintenance	\$ 240.00
Makemusic Inc	Smart Music	\$ 640.00
Menards	Maintenance Supplies	\$ 71.37
Methodist Fremont Health	bus driver phsyical	\$ 150.00
NCSA	Virtual Admin Days registration	\$ 300.00
NCSA	Renewal Memberships	\$ 2,880.00
Newzbrain Education	Current Events Game	\$ 299.00
NASB	Memberships	\$ 150.00
Olsson Inc	Geotechnical Exploration	\$ 4,615.00
O'Reilly Auto parts	Bus parts	\$ 342.09
Odeys Inc	Chalk and paint for ball fields	\$ 811.85
Omaha Truck	Bus Maintenance	\$ 995.50
Omaha Truck	Bus Maintenance	\$ 840.65
Omaha Truck	Bus Maintenance	\$ 791.44
Omaha Truck	Bus Maintenance	\$ 500.53
OPPD	Electricity	\$ 9,073.92
One Source	Driver Background checks	\$ 147.00
Perma Bound	Student books for 2020-2021	\$ 3,079.05
Pave the Way concrete	Concrete work & add'l parking east side	\$ 4,800.00
Payflex	Payflex	\$ 101.64
Quill Corporation	temperature kiosk and wipes (COVID)	\$ 3,081.83

Quill Corporation	Wipes, sanitizer, thermometers (COVID)	\$ 1,227.16
Quill Corporation	Sanitizing supplies (COVID)	\$ 485.82
Quill Corporation	Sanitizing supplies (COVID)	\$ 59.46
Quill Corporation	keyboard cleaner	\$ 19.96
Quavered Inc	Music Curriculum	\$ 1,960.00
Quill Corporation	nitrile gloves	\$ 37.80
Resources for Educators	Nutrition Nuggets Subscription	\$ 249.00
Rochester 100 Inc	Friday Folders	\$ 438.75
Ralston Public Schools	Hard of Hearing Services	\$ 24,309.05
Ralston Public Schools	Hard of Hearing Services	\$ 315.00
Sapp Bros, Petroleum Inc	Bus supplies	\$ 811.25
School Specialty Supply	Preschool supplies	\$ 141.77
Senor Wooly LLC	Pro subscription	\$ 85.00
S&S Locksmith	spare keys for activity vans	\$ 90.00
Staples Credit Plan	Tape for Label Machine	\$ 41.99
Staples Credit Plan	Paper for graduation programs	\$ 63.98
School Specialty Supply	pencils and book marks	\$ 97.08
Sysco (Pegler)	Food Order	\$ 843.90
Sherwin Williams Fremont	paint and supplies	\$ 101.01
School Specialty Supply	Tempera paint	\$ 20.37
Sherwin Williams Fremont	paint and supplies	\$ 259.75
Sign Depot	Decals on new vans	\$ 201.36
T&T Electric	Restrining flag pole at ball fields	\$ 100.00
Two Rivers Bank	Direct Deposit Payment Fee	\$ 18.00
Teacher Innovation	Planbook subscriptions	\$ 324.00
US Foods	Food Order	\$ 2,955.76
UNMC Continuing Education	8 CPR Cards	\$ 48.00
United Private Networks	Distance Learning	\$ 554.00
Virco	Chair black	\$ 444.36
Valentinos	Staff Lunch	\$ 578.00
Village of Arlington	Water	\$ 1,479.03
VISA	Supplies	\$ 13,590.85
Wieser Educactional	Spelling	\$ 266.47
Wordware	Bar Code Scanner for kitchen (COVID)	\$ 617.06
Walmart	Sanitizing supplies (some COVID)	\$ 1,509.83
Walmart	Kitchen Supplies	\$ 19.61
Walmart	string cheese	\$ 42.90
West Music	instruments	\$ 1,600.09
Waste Connections	Trash (including dumpsters for tree remo	\$ 1,183.20
Your Therapy Source	flash cards and work sheets	\$ 32.18

**Total Payables** **\$164,297.25**

**HANDPAYABLES**

Wex Bank (Shell)	Fuel Bill	\$ 466.65
Coach Masters	Bus rental for one month	\$ 1,850.00
VISA	envelopes	\$ 2,514.70
VISA	lpad and Laptop carts	\$ 4,582.36
VISA	lpad cases	\$ 4,371.75
The Barn	staff lunch	\$ 824.50
Washington County	Title and plate for 2020 gray van	\$ 12.00

**Total Handpayables** **\$ 14,621.96**

Total General Fund \$178,919.21

SPECIAL FUNDS

Total Special Funds \$ -

FINANCE - POWERSCHOOL  
 DATE: 08/31/2020  
 TIME: 15:42:01

ARLINGTON PUBLIC SCHOOL  
 CHECK REGISTER

PAGE NUMBER: 1  
 VENCHK11  
 ACCOUNTING PERIOD: 12/20

FUND - 99 - DISBURSEMENT FUND

CHECK NUMBER	CASH ACCT	DATE ISSUED	-----	VENDOR-----	ACCT	-----	DESCRIPTION-----	AMOUNT
41285	9001	08/31/20	4607	VISA	2650	VOID: MULTI STUB CHECK	9.95	
41286	9001	08/31/20	4607	VISA	2650	VOID: MULTI STUB CHECK	30.27	
41287	9001	08/31/20	4607	VISA	2650	VOID: MULTI STUB CHECK	10.99	
41288	9001	08/31/20	4607	VISA	2650	VOID: MULTI STUB CHECK	14.97	
41289	9001	08/31/20	4607	VISA	2650	VOID: MULTI STUB CHECK	61.98	
41290	9001	08/31/20	4607	VISA	2650	VOID: MULTI STUB CHECK	80.97	
41290	9001	08/31/20	4607	VISA	2650	VOID: MULTI STUB CHECK	63.98	
41290	9001	08/31/20	4607	VISA	2650	VOID: MULTI STUB CHECK	5.99	
41290	9001	08/31/20	4607	VISA	2610	AMAZON.COM - 4-FOLD REST	37.98	
41290	9001	08/31/20	4607	VISA	2610	AMAZON.COM - ADIROFFICE C	65.90	
41290	9001	08/31/20	4607	VISA	2610	AMAZON.COM - BLUEHORN ALL	24.99	
41290	9001	08/31/20	4607	VISA	2610	AMAZON.COM - CARPET SPOT	19.99	
41290	9001	08/31/20	4607	VISA	2610	AMAZON.COM - DRYING RACK	199.99	
41290	9001	08/31/20	4607	VISA	2610	AMAZON.COM - ENVISION MAT	77.19	
41290	9001	08/31/20	4607	VISA	2610	AMAZON.COM - ENVISION MAT	86.89	
41290	9001	08/31/20	4607	VISA	2610	AMAZON.COM - HOOK & LOOP	8.99	
41290	9001	08/31/20	4607	VISA	2610	AMAZON.COM - HOUGHTON MIF	74.73	
41290	9001	08/31/20	4607	VISA	2610	AMAZON.COM - HOUGHTON MIF	29.90	
41290	9001	08/31/20	4607	VISA	2610	AMAZON.COM - KIDS ANTI-FO	199.96	
41290	9001	08/31/20	4607	VISA	2610	AMAZON.COM - KIDS ANTI-FO	199.96	
41290	9001	08/31/20	4607	VISA	2650	AMAZON.COM - KIDS BULK EA	35.95	
41290	9001	08/31/20	4607	VISA	2610	AMAZON.COM - KINGRACK 3-T	179.97	
41290	9001	08/31/20	4607	VISA	2610	AMAZON.COM - LANYARDS FOR	179.60	
41290	9001	08/31/20	4607	VISA	2610	AMAZON.COM - LANYARDS FOR	49.88	
41290	9001	08/31/20	4607	VISA	2610	AMAZON.COM - MINI CRATES	26.28	
41290	9001	08/31/20	4607	VISA	2650	AMAZON.COM - PLASTIC COAT	99.00	
41290	9001	08/31/20	4607	VISA	2610	AMAZON.COM - PORTABLE BLU	38.60	
41290	9001	08/31/20	4607	VISA	2610	AMAZON.COM - READING STRE	87.99	
41290	9001	08/31/20	4607	VISA	2610	AMAZON.COM - READING STRE	11.98	
41290	9001	08/31/20	4607	VISA	2610	AMAZON.COM - READING STRE	49.85	
41290	9001	08/31/20	4607	VISA	2610	AMAZON.COM - READING STRE	69.85	
41290	9001	08/31/20	4607	VISA	2610	AMAZON.COM - READING STRE	24.69	
41290	9001	08/31/20	4607	VISA	2610	AMAZON.COM - READING STRE	13.70	
41290	9001	08/31/20	4607	VISA	2610	AMAZON.COM - READING STRE	9.90	
41290	9001	08/31/20	4607	VISA	2610	AMAZON.COM - READING STRE	9.80	
41290	9001	08/31/20	4607	VISA	2610	AMAZON.COM - READING STRE	20.64	
41290	9001	08/31/20	4607	VISA	2610	AMAZON.COM - READING STRE	14.05	
41290	9001	08/31/20	4607	VISA	2610	AMAZON.COM - READING STRE	21.00	
41290	9001	08/31/20	4607	VISA	2610	AMAZON.COM - READING STRE	21.90	
41290	9001	08/31/20	4607	VISA	2610	AMAZON.COM - READING STRE	28.63	
41290	9001	08/31/20	4607	VISA	2610	AMAZON.COM - SOCIAL STUDI	80.00	
41290	9001	08/31/20	4607	VISA	2610	AMAZON.COM - TEACHER CREA	9.79	
41290	9001	08/31/20	4607	VISA	2610	AMAZON.COM - TUBSTR 3 SHE	219.98	
41290	9001	08/31/20	4607	VISA	2610	AMAZON.COM - TUFFY UTILIT	139.72	
41290	9001	08/31/20	4607	VISA	2610	AMAZON.COM - WINCO USA 3-	69.99	
41290	9001	08/31/20	4607	VISA	2610	AMAZON.COM - YOGA MATS TO	230.40	



EFINANCE - POWERSCHOOL  
 DATE: 08/31/2020  
 TIME: 15:42:01

ARLINGTON PUBLIC SCHOOL  
 CHECK REGISTER

PAGE NUMBER: 3  
 VENCHK11  
 ACCOUNTING PERIOD: 12/20

FUND - 99 - DISBURSEMENT FUND

CHECK NUMBER	CASH ACCT	DATE ISSUED	VENDOR	ACCT	DESCRIPTION	AMOUNT
41290	9001	08/31/20		2640	PEARSON LITERATURE GRADE	64.50
41290	9001	08/31/20		2530	PIONEER PHONE BILL FOR JU	69.27
41290	9001	08/31/20		2650	POWER ADAPTER FOR DOCUMEN	36.98
41290	9001	08/31/20		2610	PREK SUPPLIES	138.70
41290	9001	08/31/20		2610	PRINTER PAPER	79.96
41290	9001	08/31/20		2650	PROJECTOR SCREEN-BARTH	131.56
41290	9001	08/31/20		2650	PROSUMMERS CHOICE NATURAL	34.99
41290	9001	08/31/20		2610	P-TOUCH LABELER TAPE	12.50
41290	9001	08/31/20		2610	REALLY GOOD STUFF MAIL CE	179.99
41290	9001	08/31/20		2640	ROLL OF THUNDER 5 COPIES	28.45
41290	9001	08/31/20		2640	RUBY THE FOSTER DOG BOOK	10.91
41290	9001	08/31/20		2640	RUBY YHE FOSTER DOG 5 COP	54.55
41290	9001	08/31/20		2610	SHOPPING CART FOR KINDERG	46.11
41290	9001	08/31/20		2610	SOCIAL DISTANCING FLOOR S	284.96
41290	9001	08/31/20		2640	SPANISH PRACTICA BOOKS FO	213.15
41290	9001	08/31/20		2643	SPELLING CITY RENEWAL	190.35
41290	9001	08/31/20		2640	SPORTS ILLISTRATED FOR KI	69.95
41290	9001	08/31/20		2640	STUDENT MATH BOOKS FOR SP	21.35
41290	9001	08/31/20		2640	STUDENT MATH TEXTBOOKS FO	358.64
41290	9001	08/31/20		2640	STUDENT TEXTBOOK - ELEMENT	561.20
41290	9001	08/31/20		2890	STUDY.COM MONTHLY CHARGE	367.14
41290	9001	08/31/20		2643	SUPER TEACHER RENEWAL	59.99
41290	9001	08/31/20		2610	SUPPLIES FOR TEACHERS FOR	24.95
41290	9001	08/31/20		2610	TABLE CARTS FOR LUNCHROOM	129.51
41290	9001	08/31/20		2610	TEACHER PAY TEACHER - 1ST	398.00
41290	9001	08/31/20		2610	TEACHER PAY TEACHER - 1ST	19.96
41290	9001	08/31/20		2610	TEACHER PAY TEACHER - 6TH	29.99
41290	9001	08/31/20		2610	TEACHER PAY TEACHER - LIB	35.56
41290	9001	08/31/20		2610	TEACHER PAY TEACHER - LIB	30.94
41290	9001	08/31/20		2610	TEACHER PAY TEACHER - MEE	2.00
41290	9001	08/31/20		2610	TEACHER PAY TEACHER - REA	40.00
41290	9001	08/31/20		2610	TEACHER PAY TEACHER - REA	32.40
41290	9001	08/31/20		2610	TEACHER PAY TEACHER - SCI	4.50
41290	9001	08/31/20		2610	TEACHER PAY TEACHER - SOC	2.25
41290	9001	08/31/20		2610	TEACHER PAY TEACHER COOKI	45.00
41290	9001	08/31/20		2640	TEACHER PAY TEACHER- THE	9.99
41290	9001	08/31/20		2640	THE FAULT IN OUR STARS BO	30.76
41290	9001	08/31/20		2610	WALMART.COM - TOOTHBRUSH	51.23
41290	9001	08/31/20		2650	WHITE RACEWAY WIREMOLD 5'	86.85
41290	9001	08/31/20		2650	WIREMOLD SINGLE GANG WALL	20.19
41290	9001	08/31/20		2650	WIREMOLD WALL CHANNEL	189.90
					TEXTBOOKS	.90
					TEMPORAL THERMOMETER	-112.26
					TEACHER PAY TEACHER	440.00
					TRAVELLING ART	-4.16
					TOTAL CHECK	24.99
					TOTAL FUND	13,590.85
					TOTAL REPORT	13,590.85

ACTIVITY BALANCE as of 8/31/20

Source Code:	Account	Beginning Bal	YTD Revenues	YTD Expenditures	Balance
701	One School One Team	\$ 3,455.46	\$1,731.82	\$4,306.08	\$ 881.20
736	Activities Interest	\$ 750.41	\$0.00	\$0.00	\$ 750.41
702	Always For Kids	\$ 60.51	\$66,665.83	\$25,647.27	\$ 41,079.07
703	Art Class	\$ 8,277.59	\$3,363.11	\$3,467.44	\$ 8,173.26
704	Art Club	\$ 1,133.12	\$1,658.14	\$0.00	\$ 2,791.26
705	Athletics	\$ (21,388.98)	\$110,350.81	\$96,905.89	\$ (7,944.06)
706	Band	\$ 8,341.20	\$5,173.81	\$8,035.69	\$ 5,479.32
707	Band Fund Raising	\$ (2,656.44)	\$0.00	-\$2,656.44	\$ -
789	Baseball Fund	\$ 4,930.92	\$1,790.80	\$1,825.19	\$ 4,896.53
762	Baylor/ACT	\$ 2,979.09	\$0.00	\$0.00	\$ 2,979.09
708	Book Club	\$ 270.55	\$0.00	\$0.00	\$ 270.55
790	Boys Basketball	\$ 3,570.95	\$4,651.00	\$6,898.89	\$ 1,323.06
783	Boys Golf	\$ 392.61	\$1,982.00	\$1,124.26	\$ 1,250.35
709	Cheerleading	\$ 2,257.86	\$25,301.66	\$27,241.87	\$ 317.65
734	Class of 2018	\$ 1,453.91	\$250.00	\$250.00	\$ 1,453.91
765	Class of 2019	\$ 1,016.13	\$0.00	\$0.00	\$ 1,016.13
770	Class of 2020	\$ 1,891.64	\$0.00	\$1,244.79	\$ 646.85
771	Class of 2021	\$ 4,320.17	\$1,219.06	\$4,804.46	\$ 734.77
768	Class of 2022	\$ 2,602.33	\$2,089.44	\$339.00	\$ 4,352.77
772	Class of 2023	\$ 1,069.40	\$689.80	\$0.00	\$ 1,759.20
773	Class of 2024	\$ 481.35	\$0.00	\$0.00	\$ 481.35
720	Concessions	\$ (743.31)	\$21,922.17	\$25,655.97	\$ (4,477.11)
785	Cross Country	\$ 3,822.24	\$1,760.76	\$2,729.41	\$ 2,853.59
721	Dance Squad	\$ (439.00)	\$8,620.73	\$7,449.68	\$ 732.05
722	Drama	\$ 386.89	\$612.16	\$596.32	\$ 402.73
724	Elem Lounge	\$ 84.32	\$0.00	\$139.48	\$ (55.16)
732	Fam Cons Science	\$ 2,001.80	\$945.00	\$263.57	\$ 2,683.23
726	FBLA	\$ 11,386.47	\$22,560.16	\$18,291.80	\$ 15,654.83
766	FFA	\$ 11,507.93	\$26,258.09	\$27,098.63	\$ 10,667.39
758	Floor Fund	\$ 427.95	\$0.00	\$0.00	\$ 427.95
727	Football	\$ 7,064.14	\$1,361.00	\$5,924.64	\$ 2,500.50
791	Girls Basketball	\$ 911.94	\$2,227.45	\$2,304.65	\$ 834.74
784	Girls Golf	\$ 4,104.48	-\$247.46	\$903.94	\$ 2,953.08
735	Honor Society	\$ 1,235.29	\$694.00	\$714.13	\$ 1,215.16
761	Honors History	\$ 607.09	\$0.00	\$607.00	\$ 0.09
744	HS Lounge	\$ 135.58	\$465.00	\$18.98	\$ 581.60
740	Industrial Tech / Woods	\$ 3,628.28	\$3,200.00	\$5,542.65	\$ 1,285.63
739	Library Fund Elem/HS	\$ 4,921.29	\$2,907.05	\$4,370.91	\$ 3,457.43
764	Metro	\$ 46,882.01	\$1,450.00	\$1,055.00	\$ 47,277.01
792	MS Girls Basketball	\$ 91.00	\$596.00	\$566.86	\$ 120.14
723	MS STEM	\$ 838.62	\$262.24	\$956.53	\$ 144.33
737	MS Student Council	\$ 3,254.20	\$1,446.61	\$829.40	\$ 3,871.41
787	MS Track	\$ 222.12	\$0.00	\$0.00	\$ 222.12
756	Pepsi	\$ 1,612.69	\$1,598.10	\$1,482.03	\$ 1,728.76

742	Quiz Bowl	\$	1,389.64	\$100.00	\$350.00	\$	1,139.64
728	Reimbursement (general	\$	2,998.60	\$730.70	\$1,203.70	\$	2,525.60
714	SKILLS	\$	36.68	\$1,378.80	\$736.00	\$	679.48
788	Softball	\$	(373.74)	\$2,681.06	\$2,961.01	\$	(653.69)
746	Spanish Club	\$	181.94	\$0.00	\$0.00	\$	181.94
747	Speech	\$	1,160.32	\$75.00	\$293.26	\$	942.06
748	Spring Musical	\$	7,878.71	\$7,064.24	\$10,499.09	\$	4,443.86
749	Student Council	\$	5,188.96	\$5,502.31	\$6,544.75	\$	4,146.52
750	Student Vending	\$	2,231.24	\$22.20	\$856.73	\$	1,396.71
751	Swing Choir	\$	2,057.08	\$2,486.51	\$2,451.92	\$	2,091.67
786	Track Fund	\$	1,421.39	\$1,328.84	\$1,236.41	\$	1,513.82
717	Transition	\$	1,613.51	\$0.00	\$0.00	\$	1,613.51
782	Volleyball	\$	7,315.33	\$6,239.77	\$10,942.82	\$	2,612.28
710	Welding	\$	(239.57)	\$3,497.70	\$3,611.92	\$	(353.79)
733	Wrestling	\$	5,150.85	\$2,518.00	\$3,264.18	\$	4,404.67
753	Yearbook	\$	7,887.29	\$7,505.00	\$10,635.08	\$	4,757.21
	Totals		<b>\$175,052.03</b>	<b>\$366,686.47</b>	<b>\$342,522.84</b>		<b>\$199,215.66</b>

**Arlington Public Schools**  
**District Technology Summary**  
**Kurt Sanders, Technology Director**  
**September 2020**

- 1300+ devices in use on campus for the 2020-2021 school year.
- Computer to student ratio is better than 1:1. We have 3 devices for every 2 students.
- Two file servers replaced and upgraded in 2019.
- 190 iPads purchased for PreK through 2<sup>nd</sup> grades to replace older tablets.
- All 3<sup>rd</sup>-6<sup>th</sup> grade classrooms have a laptop cart.
- Sixteen 26 unit laptop carts available for grades 7-12 (all core classrooms have a cart).
- 5 classroom labs have a total of 100 desktop units.
- Final 3 year lease for faculty and student laptops will be paid 12/20/20. Leases were \$1 buyout leases so we own all equipment that was leased.
- All new classrooms have been equipped with wall mount projectors.
- Additional wireless access points for a total of 50, and a new wireless controller installed with Erate funding.
- New 2GB internet feed installed this summer along with new Gigabit firewall for increased data throughput. All network switches also upgraded to Gigabit with Erate funding.
- Nanobeam appliances installed to connect the football pressbox to the baseball pressbox for internet access availability in both locations.
- Mr. Parson and his broadcasting class continue to utilize Striv to stream home events this year.
- School-wide implementation of Canvas as our Learning Management System. Teachers are receiving on-going training to utilize the system. Student feedback has been very positive for the new method of content delivery.
- Due to COVID guidelines, students carry the same laptop throughout the day and then return it to their homeroom cart.

## Elementary Board Report September 2020

- **MAP/Fountas and Pinnell Assessments** - We have completed our first round of these assessments. Staff is working on developing goals based on the data we have reviewed.
- **Bank in Schools** - Bank in Schools is back. We will be doing deposits on Wednesdays this year due to Covid. The first week we had over \$700 deposited!

●  
Theme for the year is “Being Resilient -- Bouncing Back”



A New Way of Doing Lunch!

# **Secondary Principal's Report**

## **September 2020 Board Meeting**

**Testing** - Though the next few items are related to student testing, please believe that our focus has been on our students' overall well-being and transition back into the school environment.

### **Seniors - ACT Testing**

The Class of 2021 missed out on the opportunity to take the ACT test in April. Though the test will not count for school accountability ratings, students should have the opportunity to take the ACT. Therefore, our ACT testing date for the Class of 2021 is October 6. We are informing the board that once seniors are finished with the test, we will allow them to leave the campus.

### **Juniors - PreACT Testing**

Much like the Class of 2021 missing their opportunity to take the ACT test in the spring, the Class of 2022 missed their opportunity to take the PreACT test in last spring as well. Therefore, our current juniors will take the PreACT test on October 6. The juniors will not be permitted to leave the campus after completing the PreACT.

### **MAP Testing**

The first round of MAP testing was completed last week.

### **Lions Club Screening**

The Lions Club assisted with the annual vision, hearing, and health screening of all 7th and 10th grade students at the end of August.

### **Financial Aid Planning Night**

Mr. Everitt hosted a financial aid planning night for seniors and their parents on August 31 where information about grants, scholarships, and other forms of student financial aid were presented via video conferencing.

### **Homecoming Information**

Game - Friday, September 25

Dance - We will not host a homecoming dance due to COVID precautions.

James Shada  
September  
Board Report

### **Fall Sports**

The high school sports season has officially started. We are pleased with the participation of our student population in athletics. We hosted the Arlington Cross Country Meet on 9/10/20. The Arlington softball tournament is on September 19<sup>th</sup>. Volleyball has their home tournament on September 26<sup>th</sup>. Girls Golf is in full swing and the Arlington Golf Invite is on September 22<sup>th</sup>. Football games are the following dates:

- 8/28 @ West Point
- 9/4 v. North Bend @ Home
- 9/11 @ Ashland
- 9/18 v. Pierce @ Home
- 9/25 v. Logan View @ Home – **Homecoming**
- 10/2 @ Concordia
- 10/9 v. Ft. Calhoun
- 10/16 @ Boys Town
- 10/23 @ DC West

### **Fall Sports Participation Numbers**

- VB 24
- Dance 11
- Cheer 16
- Girls Golf 7
- Softball 27
- Cross Country 19
- Football 45

### **Fall Sports COVID Update**

We have had a great start to the fall in terms with dealing our current pandemic. Our athletes are wearing masks when they are not playing. Our fans have done a great job following guidelines, and our students are adjusting well to wearing masks in the student section. It is fantastic to see so many people coming out to support our athletes!

APS 2020-2021  
STUDENT ENROLLMENT SUMMARY

Grades	8/25/2020	11/15/2020	1/15/2021	3/15/2021		5/22/2020
PS	29					38
KG	53					42
1ST	37					46
2ND	47					45
3RD	45					44
4TH	40					55
5TH	57					54
6TH	56					53
<b>PS-6 TOTAL</b>	<b>364</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>377</b>
7TH	56					48
8TH	46					59
9TH	61					60
10TH	56					61
11TH	62					48
12TH	46					61
<b>7-12 TOTAL</b>	<b>327</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>337</b>
<b>PK-12 TOTAL</b>	<b>691</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>714</b>
<b>FREE/REDUCED</b>						<b>171</b>
<b>SPED</b>						<b>120</b>
<b>ELL</b>						<b>6</b>
<b>OPTION ENROLLMENT</b>						
<b>IN/OUT</b>	<b>IN/OUT</b>	<b>IN/OUT</b>	<b>IN/OUT</b>	<b>IN/OUT</b>		<b>IN/OUT</b>
KG	7/0					5/7
1ST	5/1					6/2
2ND	6/2					9/3
3RD	9/3					4/1
4TH	3/1					5/2
5TH	9/2					4/2
6TH	4/2					8/3
7TH	8/3					12/4
8TH	12/4					13/2
9TH	14/2					19/8
10TH	19/8					13/5
11TH	14/5					10/7
12TH	9/6					18/3
<b>TOTAL</b>	<b>119/39</b>					<b>126/49</b>

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**NASB Monthly Update for Board Meetings - Agenda Item: September 2020**

View the Monthly Update in video form now at: <https://vimeo.com/453336372>

**“NASB Update”**

As a board, some items you should be focused on during September include:

- Monitor progress of district goals, link goals to discussion and action items
- Strategic Plan Progress Report
- Review Summer School Programs; Review School Improvement Plan
- Negotiations contract dispute decision (year of contract, if needed) due September 15
- Personnel Report to the Department of Education due September 15
- Negotiations board must respond to agent request due October 1
- Annual Emergency Safety Plan – Annual Adoption
- Annual District Report
- Tax Request Hearing for Fund Levies due October 13
- Poverty Plan due October 15
- Superintendent file Membership Report due October 15
- Limited English Proficiency Plan due October 15
- Elementary Site Allowance due October 15; Distance Education Incentives Denial Appeal (through 2020) due October 1

**Networking & Events:**

- <http://members.nasbonline.org/index.php/events>
- The first of 3 **Candidate Webinars** was July 27, look for two more in Sept & Oct!
- **Area Membership Meetings** registration is now open! Make your virtual viewing plans now ... AMM will premier September 30<sup>th</sup> and be available through October 14<sup>th</sup>!
- **The Facilities & Construction Workshop** will be held in person in Kearney on September 23, as well as virtually. More to come!
- Is this year’s Board Member of the Year on your Board? Nominations for the annual Ann Mactier Award are due Sept 30<sup>th</sup> at <http://members.nasbonline.org/index.php/board-leadership/ann-mactier-school-board-member-of-the-year-award>
- **Update on the 2020 State Education Conference** – This conference will be held November 18-20 in hybrid fashion. *That means you will have the opportunity to attend in-person OR virtually.* Details are still being worked out, so watch your email for registration information by the end of September.

**Advocacy/2020 Legislative Session:**

- The 2020 legislative session has wrapped up. Keep tabs with all things pertinent to your school at NASB’s Govt Relations page at <http://members.nasbonline.org/index.php/government-relations>

- The 2020 Delegate Assembly will be virtual this year in early November, start thinking of who your boards Delegate will be now. Look for more info shortly!
- Stay engaged during the Session and follow along with the bills NASB is tracking at: <https://nasb.envisiams.com/legislative-bills> and through NASB's **Legislative Notes** e-updates.

### **NASB COVID-19 RESOURCE LINKS**

- <http://members.nasbonline.org/index.php/news-resources/covid-19-resources>
- We are continuing to add items & updates as they arise

Follow NASB on twitter at [www.twitter.com/NASBonline](http://www.twitter.com/NASBonline) using the hashtag #liveNASB  
and on facebook at [www.facebook.com/NASBonline](http://www.facebook.com/NASBonline)

Watch all of the NASB videos at <http://members.nasbonline.org/index.php/news-resources/videos>

To see a quick glimpse at the various items the NASB is involved in, check out pages 10 & 11 each month in the **Board Notes newsletter** for "This Month In ...". To access the latest newsletter, click here: <http://members.nasbonline.org/index.php/news-resources/board-notes>



**PREVAILING REIMBURSABLE EXPENSES**

Effective April 1, 2020

Exhibit B

<u>Description</u>	<u>Rates</u> *
Reproduction/Scanning:	
8-1/2" x 11" B&W Bond .....	\$ .20
8-1/2" x 11" Color .....	\$ 1.00
Scanning 8-1/2 x 11 (.65 SF) B&W .....	\$ .20
Scanning 8-1/2 x 11 (.65 SF) Color.....	\$ .45
11" x 17" B&W Bond.....	\$ .50
11" x 17" Color.....	\$ 2.00
Scanning 11 x 17 (1.30 SF) B&W .....	\$ .40
Scanning 11 x 17 (1.30 SF) Color.....	\$ .90
Bond 15x21 to 36x48 .....	\$ .65
Scanning 15x21 to 36x48 (2.1875 SF to 12 SF).....	\$ .65/SF
Large Format Vellum.....	\$ 1.05/SF
Large Format Mylar.....	\$ 2.15/SF
HP Plotter B&W Bond Plots .....	\$ .65/SF
HP Plotter B&W Vellum Plots.....	\$ 2.00/SF
HP Plotter B&W Mylar Plots.....	\$ 2.50/SF
HP Plotter Color Line Plots .....	\$ .65/SF
HP Plotter Color 24-lb. Bond Paper Plots .....	\$ 4.50/SF
HP Plotter Color Nonglossy 7 mil Paper Plots .....	\$ 6.00/SF
HP Plotter Color Glossy Paper Plots.....	\$10.00/SF
HP Plotter Color Low Density Bond Print.....	\$ .80/SF
HP Plotter Color High Density Bond Print.....	\$ 1.60/SF

\* Rates include all binding, stapling, collating, maintenance, etc.  
Shipping and handling not included.

Mileage (rate per mile) .....	Prevailing Government Rate
Air Fare .....	As billed to DLR Group
Auto Rental.....	As billed to DLR Group
Other Transportation .....	As billed to DLR Group
Parking and Tolls .....	As billed to DLR Group
Meals .....	As billed to DLR Group
Lodging .....	As billed to DLR Group
Postage .....	As billed to DLR Group
Delivery Charges .....	As billed to DLR Group
Telephone (Long Distance).....	As billed to DLR Group
Materials and Supplies.....	As billed to DLR Group
Models and Renderings (Presentation) .....	As billed to DLR Group
Photographic/Film .....	As billed to DLR Group
Photographic/Typeset .....	As billed to DLR Group
Codes/Ordinances .....	As billed to DLR Group
Legal.....	As billed to DLR Group
Consultants .....	Cost plus 1.10%

Project Reimbursable Expenses will be invoiced at cost plus 1.10%, except Consultants, which will be billed as noted. Reimbursable Expenses are subject to periodic adjustment.

**DLR Group inc.**

Initialed by:

Owner \_\_\_\_\_ dated: \_\_\_\_\_

Architect ch dated: 09/08/20



# AIA<sup>®</sup> Document B133™ – 2019

## Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

**AGREEMENT** made as of the 2nd day of September in the year 2020  
(In words, indicate day, month and year.)

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

Arlington Public Schools, a/k/a Washington County School District 89-0024  
705 N. 9<sup>th</sup> Street  
P.O. Box 580  
Arlington, NE 68002

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

DLR Group, Inc. (a Nebraska corporation)  
6547 Frances Street, Suite 200  
Omaha, NE 68106

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

Arlington Public Schools Addition & Renovation  
705 N. 9<sup>th</sup> Street  
P.O. Box 580  
Arlington, NE 68002

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

TBD

The Owner and Architect agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

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.

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### 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 program for the project was established during master planning. It will consist of an academic classroom addition wing (with support spaces) and renovation work to existing classrooms, locker rooms, restrooms, and corridor spaces as well as window replacement.

§ 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.)*

The addition will be 10,360 square feet and will consist of six classrooms and support spaces such as restrooms, custodial, electrical and data spaces and will be located on the northeast corner of the site. The renovation will be 8,510 square feet and will consist of work to four existing classrooms, four existing locker rooms, one restroom area and necessary corridor work to attach to the new addition as well as maintain proper egress from existing classrooms. Renovations will also include the addition of additional staff and family toilets. Exterior window replacement will also be completed on the 1961 portion of the existing building.

§ 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.)*

\$3,776,916.00

Init.

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

.1 Design phase milestone dates, if any:

Construction Documents complete: March 12, 2021  
Project Bids: April 12, 2021

.2 Construction commencement date:

May 24, 2021

.3 Substantial Completion date or dates:

July 8, 2022

.4 Other milestone dates:

Not applicable

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:

*(Paragraphs deleted)*

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.

§ 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.)*

Not applicable

§ 1.1.7

*(Paragraphs deleted)*

Intentionally deleted.

*(Paragraph deleted)*

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:

*(List name, address, and other contact information.)*

Dr. Dawn Lewis  
Arlington Public Schools  
705 N. 9<sup>th</sup> Street  
P.O. Box 580  
Arlington, NE 68002  
(402) 478-4173  
dawn.lewis@apseagles.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.)*

Not applicable

§ 1.1.10 The Owner shall retain the following consultants and contractors:

*(List name, legal status, address, and other contact information.)*

.1 Construction Manager:

Init.

/

*(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)*

TBD

**.2** Land Surveyor:

TBD

**.3** Geotechnical Engineer:

Olsson

*(Paragraphs deleted)*

**.4** Intentionally deleted.

**.5** Other consultants and contractors:

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

Special Inspections & Testing Consultant: TBD

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

Cody Hillen  
DLR Group, Inc. (a Nebraska corporation)  
6547 Frances Street, Suite 200  
Omaha, NE 68106  
(402) 393-4100  
chillen@dlrgroup.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:

DLR Group, Inc. (a Nebraska corporation)  
6547 Frances Street, Suite 200  
Omaha, NE 68106  
(402) 393-4100

**.2** Mechanical Engineer:

DLR Group, Inc. (a Nebraska corporation)  
6547 Frances Street, Suite 200  
Omaha, NE 68106  
(402) 393-4100

**.3** Electrical Engineer:

DLR Group, Inc. (a Nebraska corporation)  
6547 Frances Street, Suite 200  
Omaha, NE 68106  
(402) 393-4100

Init.

§ 1.1.12.2 Consultants retained under Supplemental Services:

Civil Engineer: TBD

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

No other applicable information

§ 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.

*(Paragraphs deleted)*

**ARTICLE 2 ARCHITECT'S RESPONSIBILITIES**

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

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances ("Standard of Care"). 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 Standard of Care applies to all services performed by Designer and shall not be deemed altered by any other provision of this agreement.**

§ 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 maintain the following insurance until termination of this Agreement. The Architect shall submit proof of such insurance to the Owner before submittal of the first invoice to the Owner, at the anniversary date(s) of the submittal, and at any time when a material change in coverage, carriers, or underwriters occurs. The maintenance of such coverage shall be a condition precedent to the Owner's obligation to pay under this Agreement. Insurance coverage shall be written on an occurrence basis (except professional liability, which shall be on a claims made basis) and shall be maintained for benefit of the Owner without interruption from the date of commencement of this Agreement until at least through any warranty period covering the Project but in no case for less than thirty-six (36) months after the Date of Substantial Completion of the Project or after the date of Termination of this Agreement, whichever period ends later.

§ 2.6.1 Commercial General Liability with policy limits of not less than \$1,000,000 for each occurrence and \$2,000,000 in the aggregate for bodily injury and property damage. 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 insurance covering vehicles owned, and hired and non-owned vehicles used, by the Architect, its employees, and agents with policy limits of not less than \$1,000,000 combined single limit for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor

vehicles, along with any other statutorily required automobile coverage. 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 provision to be included in its automobile insurance policies to memorialize the same.

**§ 2.6.3** The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers. 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 umbrella/excess liability insurance policies to memorialize the same.

**§ 2.6.4** 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 workers compensation insurance policies to memorialize the same.

**§ 2.6.5** Employers' Liability with policy limits not less than \$1,000,000 each accident, \$1,000,000 each employee, and \$1,000,000 policy limit. On behalf of itself and its employers' 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 employers' liability insurance policies to memorialize the same.

**§ 2.6.6** Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than \$1,000,000 per claim and \$3,000,000 in the aggregate. The coverage required in this section shall be maintained for at least 5 years following termination of the contract.

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

**§ 2.6.8** The Architect shall provide written notification to the Owner no less than 30 days prior to the cancellation or expiration of any insurance required by this Agreement. The Architect shall provide such written notice within three (3) business days of the date the Architect is first aware of the cancellation or expiration, or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever occurs first.

**§ 2.6.9** 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 failure to fully comply with the insurance requirements in this Section 2.6 a material breach of the Architect's obligations under this Contract.

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

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

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

**§ 3.1** The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services. 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 services 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 Services 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 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 Architect by any of its consultants to the same extent as if 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.

§ 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 requirements 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 that Owner is relying on the Architect's interpretation of laws, codes and regulations concerning projects of this type. The Architect agrees that all work performed by the Architect and any consultants of the Architect shall fully comply with all such laws, codes and regulations in a manner consistent with industry standards.

§ 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, consistent with their Standard of Care, 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 those duties and responsibilities as set forth below and in Article 4 of the unamended AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify the AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. 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 it discovers or becomes aware of, 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 this 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 in the Work 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 or Additional 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.)*

<b>Supplemental Services</b>	<b>Responsibility</b> <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Assistance with Selection of Construction Manager	Basic Service - Architect
§ 4.1.1.2 Programming (B202)	Basis Service - Architect
§ 4.1.1.3 Multiple Preliminary Designs	Basic Service - Architect
§ 4.1.1.4 Measured drawings	Architect (Refer to 4.1.2.1.A)
§ 4.1.1.5 Existing facilities surveys	Architect (Refer to 4.1.2.1.A)
§ 4.1.1.6 Site evaluation and planning (B203)	Basic Service - Architect
§ 4.1.1.7 Building Information Model management responsibilities	Not Provided
§ 4.1.1.8 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.9 Civil engineering	Basic Service - Architect
§ 4.1.1.10 Landscape design	Basic Service - Architect
§ 4.1.1.11 Architectural interior design (B252)	Not Provided
§ 4.1.1.12 Value analysis (B204)	Basic Service - Architect
§ 4.1.1.13 Cost estimating	Not Provided
§ 4.1.1.14 On-site project representation (B207)	Not Provided
§ 4.1.1.15 Conformed documents for construction	Basic Service - Architect
§ 4.1.1.16 As-designed record drawings	Basic Service – Architect
§ 4.1.1.17 As-constructed record drawings	Architect (Refer to 4.1.2.1.B)
§ 4.1.1.18 Post-occupancy evaluation	Not Provided
§ 4.1.1.19 Facility support services (B210)	Not Provided
§ 4.1.1.20 Tenant-related services	Not Provided
§ 4.1.1.21 Architect’s coordination of the Owner’s consultants	Not Provided
§ 4.1.1.22 Telecommunications/data design	Not Provided
§ 4.1.1.23 Security evaluation and planning (B206)	Not Provided
§ 4.1.1.24 Commissioning (C203)	Not Provided
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3 (E204)	Not Provided
§ 4.1.1.26 Fast-track design services	Not Provided
§ 4.1.1.27 Multiple bid packages	Architect (Refer to 4.1.2.1.C)
§ 4.1.1.28 Historic preservation (B205)	Not Provided
§ 4.1.1.29 Furniture, furnishings, and equipment design (B253)	Not Provided
§ 4.1.1.30 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.31 Other Supplemental Services	Not Provided
§ 4.1.1.32 LEED Certification (B214)	Not Provided

**§ 4.1.2 Description of Supplemental Services**

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

Init.

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User Notes:

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*(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.)*

**A. Measured Drawings & Existing Facilities Surveys.** These drawings will be completed with laser scanning technologies and will include a scan and processing of the point cloud data into a 3D format generating an as-seen 3D BIM model. The scan will capture the visible interior and exterior elements that exist at the time of the scan. The budget for this service is \$14,500.

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

**C. Multiple Bid Packages.** The work of each multiple bid package consists of providing all documents and services required by the contract documents for the construction of each bid package defined by the Construction Manager at Risk. The budget for this service is \$15,000.

**§ 4.1.2.1.1** The following Electrical Engineering Services are not provided in Architect's Basic Services, but can be provided by or coordinated by Architect as an Additional Service if requested:

- .1 Sports Lighting at outdoor athletic fields;
- .2 Auditorium Theatrical Lighting;
- .3 Sound Reinforcement systems;
- .4 Audio-Video Systems;
- .5 Communications Cabling;
- .6 Security access control systems;
- .7 Security video surveillance systems;
- .8 Broadband Distribution;
- .9 Telephone Systems;
- .10 Network Systems.

**§ 4.1.2.1.2** The following Civil Engineering Services are not provided in Architect's Basic Services, but can be provided by or coordinated by Architect as an Additional Service if requested:

- .1 State of Nebraska NPDES Permit preparation and coordination;
- .2 Off-Site (Outside of Owner's property) utility extensions and/or improvements design services;
- .3 Public roadway improvements design services (i.e. added turning and/or deceleration lanes);
- .4 Traffic signalization design services and/or traffic impact studies;
- .5 Stormwater Pollution Prevention Plan (SWPPP) design and preparation;
- .6 SWPPP Inspections;
- .7 City required development agreement assistance/coordination;
- .8 Army Corps of Engineers 404 Permits;
- .9 Stormwater Detention analysis/design;
- .10 Preparation submittal and/or coordination of City and/or County site plan review submittals or meetings;
- .11 Boundary and/or Topographic Surveying Services;
- .12 Platting Services;
- .13 Post Construction Stormwater Management Plan (PCSMP) design and submittal services.

**§ 4.1.2.1.3** The following Interior Design Services are not provided in Architect's Basic Services but can be provided by or coordinated by Architect as an Additional Service if requested:

- .1 Way finding including interior building signage;
- .2 Extensive wall graphics design (i.e., gymnasiums, commons, libraries, etc.);
- .3 Design of or Design Review of Owner's Vendor design of furniture and equipment locations, procurement and specifications including any color coordination with interior finishes, millwork, and casework;
- .4 Selection of window treatments and window treatment schedule;
- .5 Inventory and site verification of existing equipment and furniture.

**§ 4.1.2.2** A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.  
(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

Not applicable

(Paragraph deleted)

**§ 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 Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization.

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- .3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner- authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing that exceed one per phase;
- .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect;
- .12 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .13 Services necessitated by the Owner's delay in engaging the Construction Manager;
- .14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate; and
- .15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate.

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

written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

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

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

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

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

4.2.5 If the Services covered by this Agreement have not been completed within thirty-six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

*(Paragraphs deleted)*

## **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 providing 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 Owner (notwithstanding any professional skill and judgment possessed by 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 relate 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 Additional 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.

*(Paragraph deleted)*

§ 6.3.1 Intentionally blank.

§ 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 expression 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 contents 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 nonexclusive license shall terminate automatically and immediately upon the occurrence of either a breach of this Agreement by the Architect or the commission by the Architect of a tort or a crime potentially affecting the Owner or 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 Architect and his 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 the confidentiality 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.

*(Paragraphs deleted)*

## ARTICLE 8 CLAIMS AND DISPUTES

*(Paragraphs deleted)*

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

§ 8.2 The Architect and Owner 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 Owner.

§ 8.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction. Notwithstanding any reference to arbitration contained in this Agreement, neither the Architect nor the Owner shall be obligated to resolve any Claim through arbitration.

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

§ 8.5 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This waiver shall not apply to any of the claims, disputes, or other matters in question until the consequential damages are in excess of \$100,000.00, either individually or in the aggregate; any consequential damages, individually or in the aggregate, that exceed \$100,000 are waived. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

## ARTICLE 9 TERMINATION OR SUSPENSION

*(Paragraphs deleted)*

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

§ 9.2 If the Project is suspended by the Owner, the Architect shall be compensated for services fully and adequately performed prior to suspension thereof. When the Project is resumed, the Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Project is suspended or the Architect's services are suspended for more than ninety (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 (7) days' written notice to the Architect. 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.

§ 9.5 This Agreement or any part of it may be suspended by the Owner upon written notice to the Architect. The Owner shall compensate the Architect for all sums due 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 may send a Notice of Termination to the Architect. The Architect shall then 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. If termination made pursuant to this 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, except as modified in 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, unless the hazardous materials or toxic substances were brought to the Project pursuant to the terms of the Contract Documents. 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 the 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 Owner's students, faculty, employees, volunteers, or visitors without the 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. .

§ 10.12 The Architect shall promptly advise the Owner of any problems which come to its attention that may cause a delay

Init.

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User Notes:

(1198146421)

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** The Architect shall protect, defend, indemnify, and hold the Owner harmless from and against any claims, actions, liabilities, losses, damages, costs and expenses (including attorneys' fees) 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.

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

**§ 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: 47-0492822.

**§ 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** Architect shall conduct a background check for all employees or subcontractors providing services under this Agreement in a manner approved by Owner. Owner will determine if the person is authorized to provide services, in accordance with state, federal and local policy.

**§ 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: \_\_\_\_\_. 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)

Estimated Stipulated Lump Sum: Two Hundred Ninety-Three Thousand Seven Hundred Twenty-Seven Dollars (\$293,727.00)  
Architect's fee shall be based upon the designated percentage of the Board of Education's approval of the "Design Development Statement of Probable Construction Cost." Probably construction cost shall be based upon a agreed upon scope of work and associated budget with a 9% fee for renovation and remodeling and a 7.25% fee for additions and new construction cost.

- .2** Percentage Basis  
(Insert percentage value)

Not applicable ( ) % 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)

Not applicable

**§ 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.)

Multiple bid packages additional service: Fifteen Thousand Dollars (\$15,000.00)

Measured Drawings – Laser Scan: Fourteen Thousand Dollars (\$14,500.00)

Init.

/

§ 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.)*

See Exhibit A – DLR Group Hourly Billing Rates

§ 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  
*(Paragraphs deleted)*

§ 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	Fourteen	percent (	14	%)
Design Development Phase	Eighteen	percent (	18	%)
Construction Documents Phase	Thirty-three	percent (	33	%)
Construction Phase	Five	percent (	5	%)
<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.)*

See Exhibit A – DLR Group Hourly Billing Rates  
*(Table deleted)*

**§ 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 except as otherwise provided in this Agreement;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Intentionally deleted;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 Intentionally deleted;
- .9 Intentionally deleted; and
- .10 Site office

Init.

*(Paragraphs deleted)*  
expenses.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants.

§ 11.9  
*(Paragraphs deleted)*  
Intentionally deleted.

**§ 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.

*(Paragraph deleted)*

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

**§ 11.10.2 Progress Payments**

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

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

One percent (1%) monthly

§ 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:

§ 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.

Init.

§ 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 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below, if completed, or the following:  
*(Insert the date of the E203-2013 incorporated into this agreement.)*

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

AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition dated as indicated below.  
*(Insert the date of the E234-2019 incorporated into this agreement.)*

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

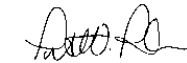
.4 Other documents:  
*(List other documents, if any, forming part of the Agreement.)*

Exhibit A – DLR Group Hourly Billing Rates  
Exhibit B – DLR Group Reimbursable Expense Schedule

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

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

\_\_\_\_\_  
Dr. Dawn Lewis Superintendent  
*(Printed name and title)*



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

\_\_\_\_\_  
Patrick Phelan Vice-President  
*(Printed name, title, and license number, if required)*

# **Additions and Deletions Report for** **AIA<sup>®</sup> Document B133<sup>™</sup> – 2019**

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:25:13 CT on 09/02/2020.

## **PAGE 1**

**AGREEMENT** made as of the 2nd day of September in the year 2020

...

Arlington Public Schools, a/k/a Washington County School District 89-0024  
705 N. 9<sup>th</sup> Street  
P.O. Box 580  
Arlington, NE 68002

...

DLR Group, Inc. (a Nebraska corporation)  
6547 Frances Street, Suite 200  
Omaha, NE 68106

...

*(Name, location, and detailed description)*

Arlington Public Schools Addition & Renovation  
705 N. 9<sup>th</sup> Street  
P.O. Box 580  
Arlington, NE 68002

...

**TBD**  
**PAGE 2**

The program for the project was established during master planning. It will consist of an academic classroom addition wing (with support spaces) and renovation work to existing classrooms, locker rooms, restrooms, and corridor spaces as well as window replacement.

...

The addition will be 10,360 square feet and will consist of six classrooms and support spaces such as restrooms, custodial, electrical and data spaces and will be located on the northeast corner of the site. The renovation will be 8,510 square feet and will consist of work to four existing classrooms, four existing locker rooms, one restroom area and necessary corridor work to attach to the new addition as well as maintain proper egress from existing classrooms. Renovations will also include the addition of additional staff and family toilets. Exterior window replacement will also be completed on the 1961 portion of the existing building.

...

\$3,776,916.00  
**PAGE 3**

Construction Documents complete: March 12, 2021  
Project Bids: April 12, 2021

...

May 24, 2021

...

July 8, 2022

...

Not applicable

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

— 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.

— AIA Document 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.

...

Not applicable

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

Intentionally deleted.

**§ 1.1.7.1** If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E234™ 2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner’s Sustainable Objective. If E234-2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

...

Dr. Dawn Lewis  
Arlington Public Schools  
705 N. 9<sup>th</sup> Street  
P.O. Box 580  
Arlington, NE 68002  
(402) 478-4173

dawn.lewis@apseagles.org

...

Not applicable

PAGE 4

TBD

...

TBD

...

Olsson

.4 Civil Engineer:

.4 Intentionally deleted.

...

Special Inspections & Testing Consultant: TBD

...

Cody Hillen  
DLR Group, Inc. (a Nebraska corporation)  
6547 Frances Street, Suite 200  
Omaha, NE 68106  
(402) 393-4100  
chillen@dlrgroup.com

...

DLR Group, Inc. (a Nebraska corporation)  
6547 Frances Street, Suite 200  
Omaha, NE 68106  
(402) 393-4100

...

DLR Group, Inc. (a Nebraska corporation)  
6547 Frances Street, Suite 200  
Omaha, NE 68106  
(402) 393-4100

...

DLR Group, Inc. (a Nebraska corporation)  
6547 Frances Street, Suite 200  
Omaha, NE 68106  
(402) 393-4100

PAGE 5

Civil Engineer: TBD

...

No other applicable information

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect ~~shall appropriately~~ 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.

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

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

...

§ 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.~~ circumstances ("Standard of Care"). 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 Standard of Care applies to all services performed by Designer and shall not be deemed altered by any other provision of this agreement.

...

§ 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.

...

§ 2.6 **Insurance.** The Architect shall maintain the following insurance until termination of this Agreement. ~~If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.~~ The Architect shall submit proof of such insurance to the Owner before submittal of the first invoice to the Owner, at the anniversary date(s) of the submittal, and at any time when a material change in coverage, carriers, or underwriters occurs. The maintenance of such coverage shall be a condition precedent to the Owner's obligation to pay under this Agreement. Insurance coverage shall be written on an occurrence basis (except professional liability, which shall be on a claims made basis) and shall be maintained for benefit of the Owner without interruption from the date of commencement of this Agreement until at least

through any warranty period covering the Project but in no case for less than thirty-six (36) months after the Date of Substantial Completion of the Project or after the date of Termination of this Agreement, whichever period ends later.

§ 2.6.1 Commercial General Liability with policy limits of not less than ~~(\$—)~~\$1,000,000 for each occurrence and ~~(\$—)~~\$2,000,000 in the aggregate for bodily injury and property damage. 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 insurance covering vehicles owned, and hired and non-owned vehicles used, by the Architect-Architect, its employees, and agents with policy limits of not less than ~~(\$—)~~per accident \$1,000,000 combined single limit for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage. 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 provision to be included in its automobile insurance policies to memorialize the same.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers. 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 umbrella/excess liability insurance policies to memorialize the same.

§ 2.6.4 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 workers compensation insurance policies to memorialize the same.

§ 2.6.5 Employers' Liability with policy limits not less than ~~(\$—)~~ each accident, ~~(\$—)~~ each employee, and ~~(\$—)~~ policy limit.\$1,000,000 each accident, \$1,000,000 each employee, and \$1,000,000 policy limit. On behalf of itself and its employers' 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 employers' liability insurance policies to memorialize the same.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than ~~(\$—)~~ per claim and ~~(\$—)~~ in the aggregate.\$1,000,000 per claim and \$3,000,000 in the aggregate. The coverage required in this section shall be maintained for at least 5 years following termination of the contract.

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§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6-written notification to the Owner no less than 30 days prior to the cancellation or expiration of any insurance required by this Agreement. The Architect shall provide such written notice within three (3) business days of the date the Architect is first aware of the cancellation or expiration, or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever occurs first.

§ 2.6.9 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 failure to fully comply with the insurance requirements in this Section 2.6 a material breach of the Architect's obligations under this Contract.

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

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

...

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

§ 3.1.1 The Architect-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 coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information. 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 Architect by any of its consultants to the same extent as if 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.

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§ 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-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, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities. respond in the design of the Project to requirements 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 that Owner is relying on the Architect's interpretation of laws, codes and regulations concerning projects of this type. The Architect agrees that all work performed by the Architect and any consultants of the Architect shall fully comply with all such laws, codes and regulations in a manner consistent with industry standards.

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§ 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. ~~The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.~~

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§ 3.5.2 The Architect shall ~~incorporate the design~~ shall, consistent with their Standard of Care, 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.

...

§ 3.6.1.1 The Architect shall provide ~~administration of the Contract between the Owner and the Construction Manager~~ those duties and responsibilities as set forth below and in Article 4 of the ~~unamended~~ AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify ~~the AIA Document A201-2017, A201-2017,~~ those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

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§ 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 it discovers or becomes aware of, 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.

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§ 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.

...

§ 3.6.4.3 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 this 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 ~~Subject to Section 4.2, the~~ 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.

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§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. ~~Subject to Section 4.2, the~~ The Architect shall provide written notice to the Owner of a minor change in the Work 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.

...

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

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§ 4.1.1.1	Assistance with Selection of Construction Manager	<u>Basic Service - Architect</u>
§ 4.1.1.2	Programming (B202)	<u>Basis Service - Architect</u>
§ 4.1.1.3	Multiple Preliminary Designs	<u>Basic Service - Architect</u>
§ 4.1.1.4	Measured drawings	<u>Architect (Refer to 4.1.2.1.A)</u>
§ 4.1.1.5	Existing facilities surveys	<u>Architect (Refer to 4.1.2.1.A)</u>
§ 4.1.1.6	Site evaluation and planning (B203)	<u>Basic Service - Architect</u>
§ 4.1.1.7	Building Information Model management responsibilities	<u>Not Provided</u>
§ 4.1.1.8	Development of Building Information Models for post construction use	<u>Not Provided</u>
§ 4.1.1.9	Civil engineering	<u>Basic Service - Architect</u>
§ 4.1.1.10	Landscape design	<u>Basic Service - Architect</u>
§ 4.1.1.11	Architectural interior design (B252)	<u>Not Provided</u>
§ 4.1.1.12	Value analysis (B204)	<u>Basic Service - Architect</u>
§ 4.1.1.13	Cost estimating	<u>Not Provided</u>
§ 4.1.1.14	On-site project representation (B207)	<u>Not Provided</u>
§ 4.1.1.15	Conformed documents for construction	<u>Basic Service - Architect</u>
§ 4.1.1.16	As-designed record drawings	<u>Basic Service – Architect</u>
§ 4.1.1.17	As-constructed record drawings	<u>Architect (Refer to 4.1.2.1.B)</u>
§ 4.1.1.18	Post-occupancy evaluation	<u>Not Provided</u>
§ 4.1.1.19	Facility support services (B210)	<u>Not Provided</u>
§ 4.1.1.20	Tenant-related services	<u>Not Provided</u>
§ 4.1.1.21	Architect’s coordination of the Owner’s consultants	<u>Not Provided</u>
§ 4.1.1.22	Telecommunications/data design	<u>Not Provided</u>
§ 4.1.1.23	Security evaluation and planning (B206)	<u>Not Provided</u>
§ 4.1.1.24	Commissioning (C203)	<u>Not Provided</u>
§ 4.1.1.25	Sustainable Project Services pursuant to Section 4.1.3 (E204)	<u>Not Provided</u>
§ 4.1.1.26	Fast-track design services	<u>Not Provided</u>
§ 4.1.1.27	Multiple bid packages	<u>Architect (Refer to 4.1.2.1.C)</u>
<del>§ 4.1.1.26</del> – § 4.1.1.28	Historic preservation (B205)	<u>Not Provided</u>
<del>§ 4.1.1.27</del> – § 4.1.1.29	Furniture, furnishings, and equipment design (B253)	<u>Not Provided</u>
<del>§ 4.1.1.28</del> – § 4.1.1.30	Other services provided by specialty Consultants	<u>Not Provided</u>
<del>§ 4.1.1.29</del> – § 4.1.1.31	Other Supplemental Services	<u>Not Provided</u>
§ 4.1.1.32	LEED Certification (B214)	<u>Not Provided</u>

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**A. Measured Drawings & Existing Facilities Surveys.** These drawings will be completed with laser scanning technologies and will include a scan and processing of the point cloud data into a 3D format generating an as-seen 3D

BIM model. The scan will capture the visible interior and exterior elements that exist at the time of the scan. The budget for this service is \$14,500.

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

C. Multiple Bid Packages. The work of each multiple bid package consists of providing all documents and services required by the contract documents for the construction of each bid package defined by the Construction Manager at Risk. The budget for this service is \$15,000.

§ 4.1.2.1.1 The following Electrical Engineering Services are not provided in Architect's Basic Services, but can be provided by or coordinated by Architect as an Additional Service if requested:

- .1 Sports Lighting at outdoor athletic fields;
- .2 Auditorium Theatrical Lighting;
- .3 Sound Reinforcement systems;
- .4 Audio-Video Systems;
- .5 Communications Cabling;
- .6 Security access control systems;
- .7 Security video surveillance systems;
- .8 Broadband Distribution;
- .9 Telephone Systems;
- .10 Network Systems.

§ 4.1.2.1.2 The following Civil Engineering Services are not provided in Architect's Basic Services, but can be provided by or coordinated by Architect as an Additional Service if requested:

- .1 State of Nebraska NPDES Permit preparation and coordination;
- .2 Off-Site (Outside of Owner's property) utility extensions and/or improvements design services;
- .3 Public roadway improvements design services (i.e. added turning and/or deceleration lanes);
- .4 Traffic signalization design services and/or traffic impact studies;
- .5 Stormwater Pollution Prevention Plan (SWPPP) design and preparation;
- .6 SWPPP Inspections;
- .7 City required development agreement assistance/coordination;
- .8 Army Corps of Engineers 404 Permits;
- .9 Stormwater Detention analysis/design;
- .10 Preparation submittal and/or coordination of City and/or County site plan review submittals or meetings;
- .11 Boundary and/or Topographic Surveying Services;
- .12 Platting Services;
- .13 Post Construction Stormwater Management Plan (PCSMP) design and submittal services.

§ 4.1.2.1.3 The following Interior Design Services are not provided in Architect's Basic Services but can be provided by or coordinated by Architect as an Additional Service if requested:

- .1 Way finding including interior building signage;
- .2 Extensive wall graphics design (i.e., gymnasiums, commons, libraries, etc.);
- .3 Design of or Design Review of Owner's Vendor design of furniture and equipment locations, procurement and specifications including any color coordination with interior finishes, millwork, and casework;
- .4 Selection of window treatments and window treatment schedule;
- .5 Inventory and site verification of existing equipment and furniture.

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Not applicable

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E234™ 2019, Sustainable Projects Exhibit,

Construction Manager as Constructor Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

...

§ 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~~authorization.

...

- .8 Preparation for, and attendance at, a public presentation, meeting or ~~hearing~~hearing that exceed one per phase;

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

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

4.2.5 If the Services covered by this Agreement have not been completed within thirty-six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

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

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

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§ 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 providing 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 Owner (notwithstanding any professional skill and judgment possessed by 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~~ ~~The~~ 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.

...

~~§ 5.8~~ ~~If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™ 2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.~~ ~~Intentionally deleted.~~

...

~~§ 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, 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..~~

...

~~§ 5.13~~ The Owner shall include the Architect in all communications with the Construction Manager that ~~it knows~~ relate to or affect the Architect's services or professional ~~responsibilities.~~ ~~The Owner shall promptly~~ ~~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.~~ ~~Project~~ within a reasonable amount of time. Communications by and with the Architect's consultants shall be through the Architect.

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~~§ 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 ~~Additional Service,~~ ~~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 Supplemental 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.~~

~~§ 6.3.1~~ ~~Intentionally blank.~~

...

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

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§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project, hereby assigns to the Owner, without reservation, all copyrights to all project-related documents, models, photographs, and other expression 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 contents 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 nonexclusive license shall terminate automatically and immediately upon the occurrence of either a breach of this Agreement by the Architect or the commission by the Architect of a tort or a crime potentially affecting the Owner or 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 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. 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 Architect and his 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 grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due, pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate, shall maintain the confidentiality 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.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the

Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

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

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

## **§ 8.1 General**

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

**§ 8.1.2** To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

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

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

## **§ 8.2 Mediation**

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

**§ 8.2.2** The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

**§ 8.2.3** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

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

*(Check the appropriate box.)*

— Arbitration pursuant to Section 8.3 of this Agreement

— Litigation in a court of competent jurisdiction

— Other: *(Specify)*

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

### **§ 8.3 Arbitration**

**§ 8.3.1** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

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

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

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

### **§ 8.3.4 Consolidation or Joinder**

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

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

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

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

§ 8.2 The Architect and Owner 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 Owner.

§ 8.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction. Notwithstanding any reference to arbitration contained in this Agreement, neither the Architect nor the Owner shall be obligated to resolve any Claim through arbitration.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement. **Betterment.** In no event shall the Architect be liable to the extent that damages constitute first costs or betterment. First costs or betterment are costs that the Owner would have incurred if an error or omission had not been made. Betterment also results to the extent that errors or omissions are remedied with a more expensive alternative design, higher quality materials, or with repairs that increase useful life.

§ 8.5 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This waiver shall not apply to any of the claims, disputes, or other matters in question until the consequential damages are in excess of \$100,000.00, either individually or in the aggregate; any consequential damages, individually or in the aggregate, that exceed \$100,000 are waived. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

**PAGE 20**

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

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

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

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

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

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to

termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

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

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

.1 — Termination Fee:

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

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

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

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

**§ 9.2** If the Project is suspended by the Owner, the Architect shall be compensated for services fully and adequately performed prior to suspension thereof. When the Project is resumed, the Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.3** If the Project is suspended or the Architect's services are suspended for more than ninety (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 (7) days' written notice to the Architect. 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.

**§ 9.5** This Agreement or any part of it may be suspended by the Owner upon written notice to the Architect. The Owner shall compensate the Architect for all sums due 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 may send a Notice of Termination to the Architect. The Architect shall then 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. If termination made pursuant to this section is later found or agreed to have been improper, then the termination pursuant to section

9.4.

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

**PAGE 21**

**§ 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, unless the hazardous materials or toxic substances were brought to the Project pursuant to the terms of the Contract Documents. 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, materials upon the prior written approval of the Owner. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary information, and the Architect shall not take or use photographs which include pictures of the Owner's students, faculty, employees, volunteers, or visitors without the 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.

...

**§ 10.10** 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. .

**§ 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** The Architect shall protect, defend, indemnify, and hold the Owner harmless from and against any claims, actions, liabilities, losses, damages, costs and expenses (including attorneys' fees) 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.

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

**§ 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: 47-0492822.

**§ 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** Architect shall conduct a background check for all employees or subcontractors providing services under this Agreement in a manner approved by Owner. Owner will determine if the person is authorized to provide services, in accordance with state, federal and local policy.

**§ 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: \_\_\_\_\_ . 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.

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Estimated Stipulated Lump Sum: Two Hundred Ninety-Three Thousand Seven Hundred Twenty-Seven Dollars (\$293,727.00)

Architect's fee shall be based upon the designated percentage of the Board of Education's approval of the "Design Development Statement of Probable Construction Cost." Probably construction cost shall be based upon a agreed upon scope of work and associated budget with a 9% fee for renovation and remodeling and a 7.25% fee for additions and new construction cost.

...

Not applicable ( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

...

Not applicable

...

Multiple bid packages additional service: Fifteen Thousand Dollars (\$15,000.00)

Measured Drawings – Laser Scan: Fourteen Thousand Dollars (\$14,500.00)

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See Exhibit A – DLR Group Hourly Billing Rates

**§ 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 ~~plus~~ percent ( %), or as follows:

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

...

Schematic Design Phase	<u>Fourteen</u>	percent (	<u>14</u>	%)
Design Development Phase	<u>Eighteen</u>	percent (	<u>18</u>	%)
Construction Documents Phase	<u>Thirty-three</u>	percent (	<u>33</u>	%)
Construction Phase	<u>Five</u>	percent (	<u>5</u>	%)

...

See Exhibit A – DLR Group Hourly Billing Rates

**Employee or Category**

**Rate (\$0.00)**

...

- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;~~Project web sites;~~
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;~~Project except as otherwise provided in this Agreement;~~

...

- .6 ~~Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;~~~~Intentionally deleted;~~

...

- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;~~Intentionally deleted;~~
- .9 All taxes levied on professional services and on reimbursable expenses;~~Intentionally deleted;~~ and
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- .12 Other similar Project related expenditures;~~expenses.~~

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

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)*

~~Intentionally deleted.~~

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

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

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

...

~~%—One percent (1%) monthly~~

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

...

~~(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.

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Exhibit A – DLR Group Hourly Billing Rates

Exhibit B – DLR Group Reimbursable Expense Schedule

...

Dr. Dawn Lewis Superintendent

Patrick Phelan Vice-President

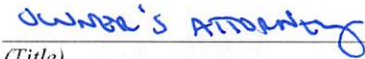
## Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Steve Williams, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:25:13 CT on 09/02/2020 under Order No. 2631405231 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B133™ – 2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)



(Title)



(Dated)

# DLR Group

## Standard Hourly Billing Rates

<b>Title</b>	<b>Client Hourly Billing Rate</b>
Senior Expert	\$350
Expert	\$300
Practice Leader	\$265
Project Leader	\$235
Senior Professional	\$205
Professional II	\$175
Professional	\$145
Professional Support	\$115
Technical/Clerical	\$90

Rates will be reviewed and adjusted annually based on the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for that geographic region.



2770 54th Ave.  
COLUMBUS, NE 68601

(402) 562-8155 Fax (402) 562-9122  
www.walkerfoundations.com

# PROPOSAL

DATE PROPOSAL #  
9/14/2020 17717

TO:

Arlington Public Schools

PROJECT		TERMS	
BASEBALL FIELD			
QUANTITY	DESCRIPTION	RATE	AMOUNT
	7' x 40' DUGOUT (EAST DUGOUT) Frost depth footings 10' tall concrete walls 6" thick floor slab 6" thick apron (5' out) Concrete roof	32,400.00	32,400.00
	7' x 40' DUGOUT (SOUTH DUGOUT) Frost depth footings 10' tall concrete walls 6" thick floor slab 6" thick apron (5' out) Concrete roof	32,400.00	32,400.00
	13' x 40' STORAGE AREA Frost depth footings 10' tall concrete walls 6" thick floor slab 13' x 8' apron 6" thick Flood vents Concrete roof	25,700.00	25,700.00
	NOTE: Dug-outs bid with 1 post in the middle.		
	SEE PAGE 2 FOR OPTIONS AND CLARIFICATIONS		
We propose hereby to furnish material and labor, complete in accordance with specifications above. This proposal is good for 45 days.		<b>TOTAL</b>	

The above prices, specifications and terms are hereby accepted.

Authorized Signature \_\_\_\_\_ Date of Acceptance \_\_\_\_\_ / /



2770 54th Ave.  
COLUMBUS, NE 68601

(402) 562-8155 Fax (402) 562-9122  
www.walkerfoundations.com

# PROPOSAL

DATE: 9/14/2020  
PROPOSAL #: 17717

TO:

Arlington Public Schools

PROJECT		TERMS	
BASEBALL FIELD			
QUANTITY	DESCRIPTION	RATE	AMOUNT
	<p>INCLUDES: Concrete, Rebar, Pumps, Labor, Forming EXCLUSIONS: Dirtwork, demolition, lawn repairs, garage doors, mechanical, painting</p> <p>Options: (items below have not been added to total) ADD - \$5,500 for a 17' x 40' storage area with roof</p>		
<p>We propose hereby to furnish material and labor, complete in accordance with specifications above. This proposal is good for 45 days.</p>		<b>TOTAL</b>	\$90,500.00

The above prices, specifications and terms are hereby accepted.

Authorized Signature \_\_\_\_\_ Date of Acceptance \_\_\_\_/\_\_\_\_/\_\_\_\_

# Arlington Baseball Field

## First Base Dugout



# Arlington Baseball Field

## Third Base Dugout



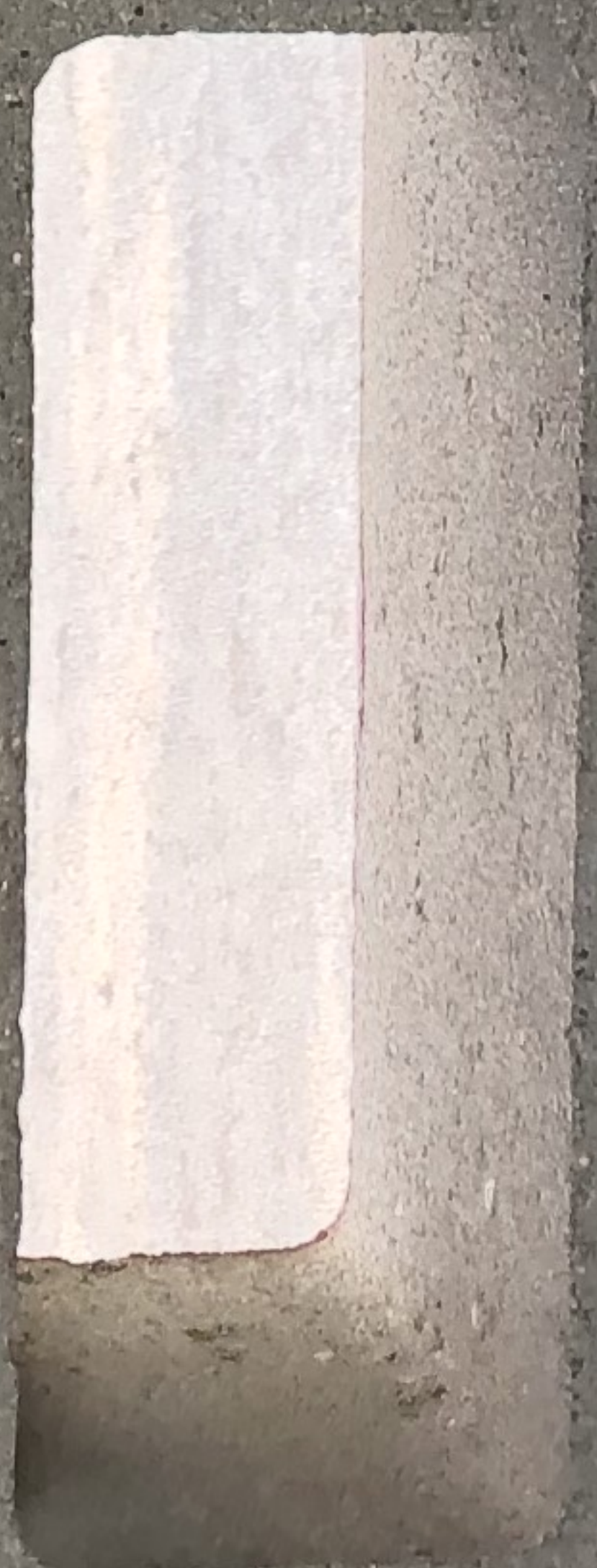












New ConstructionFacilities - Objectives

It is the board philosophy that children are the heart of a school. A facility expansion program must be conceived in such a framework if it is to implement rather than impede the functioning of a good school program. The board's goal is to provide an optimum educational setting for the children and adults of the Arlington Public School District consistent with the taxpayer's ability to support such a program.

Date of Adoption: February 10, 2014 and March 10, 2014

Reviewed: September 11, 2017

New ConstructionFacilities - Planning

The superintendent is responsible for initiative in planning for a facility expansion program. The superintendent shall conduct a continuing survey of district needs and keep the Board informed of his findings. The superintendent shall prepare and continually modify a facility expansion program so as to anticipate site acquisition and new construction needs sufficiently in advance to allow for careful, unhurried planning on the part of the Board of Education.

Date of Adoption: February 10, 2014 and March 10, 2014

Reviewed: September 11, 2017

New ConstructionFacilities - Guidelines for Construction Plans

The Board of Education is responsible for action on the tentative recommendations of the superintendent. The board, assisted by the superintendent, may call and enlist the aid of school district residents, educational consultants, school district personnel, and architects in developing specific plans for new construction and major remodeling.

The board, after approving tentative new construction/major remodeling plans is responsible for informing the voters of the district of the proposed building program. The board, through the superintendent and other means available, shall insure that the proposed construction is thoroughly explained and justified to the public.

Date of Adoption: February 10, 2014 and March 10, 2014

Reviewed: September 11, 2017

New Construction

Facilities - Selection of Architect/Engineer

Architects and/or Engineers will be selected based on the recommendations of the Superintendent. The selection will be approved by the Board of Education.

Legal Reference: 81-3445

Date of Adoption: February 8, 2010 and March 8, 2010

Reviewed: September 11, 2017

New Construction

Facilities - Financing of Construction - Building Fund

The Arlington Public Schools Board of Education is authorized under state statutes to establish a special building fund for the purpose of acquiring sites for school buildings or purchasing existing buildings for use as school buildings and the erection, alteration, equipping and furnishing of school buildings and additions to school buildings.

Proceeds from the sale of real property will be placed in the building fund.

Interest accumulation from the current building fund balance shall remain in the fund.

Legal Reference: §79-10, 120

Date of Adoption: February 8, 2010 and March 8, 2010

Reviewed: September 11, 2017

New Construction

Facilities - Bids and Contracts

All contracts for work related to building construction, remodeling or repair or site improvement over \$100,000, or such sum as adjusted pursuant to §73-106, will be bid in accordance with state statutes. All other contracts will be handled under current district policies and regulations.

Legal Reference: Neb. Rev. Stat. §§ 73-101 to 73-106

Date of Adoption: August 10, 2015

Reviewed: September 11, 2017

New Construction

Facilities - Awarding Contracts

The Superintendent shall make final recommendations to the Board of Education concerning awarding of contracts.

Date of Adoption: February 8, 2010 and March 8, 2010

Reviewed: September 11, 2017

New ConstructionFacilities - Change Orders

1. Change order requests will be initiated by the architect/owner prior to the implementation of the change contemplated.
2. Change order requests will be reviewed by the Superintendent and facilities committee, and be subject to approval by the Superintendent and facilities committee.
3. When approved, copies of change orders will be distributed to the Superintendent, the facilities committee, the contractor, and the architect.
4. All change orders will be reported as part of the Routine Business Agenda -- Progress Report on Construction Projects.

Date of Adoption: February 8, 2010 and March 8, 2010

Reviewed: September 11, 2017

New ConstructionFacilities - Performance, Labor and Material Payment Bonds

Whenever any contract is entered into for the erecting, furnishing, or repairing of any building or other public structure or improvement, the contractor shall be required, before commencing such work, to furnish a performance, labor and material payment bond. The bond requirement shall not apply, however, to any project bid or proposed which has a total cost of \$10,000 or less unless the School Board includes a bond requirement in the specifications for the project.

The bond shall be in an amount not less than the contract price. The bond shall be conditioned on the faithful performance of the contract and the payment by the contracting party of all laborers and mechanics for labor that is performed and of all material and equipment rental that is actually used or rented in connection with the improvement project and the performance of the contract. Such bond shall contain such provisions as are required by statutes, and be in a form prescribed and required by the district.

Legal Reference: Neb. Rev. Stat. 52-118

Date of Adoption: February 8, 2010 and March 8, 2010

Reviewed: September 11, 2017