

## Instructions for Airport Teleconference (Agenda & Minutes on following pages)

The Airport Advisory Board meeting will be held by conference video/audio ONLY to avoid having more than 10 people at the Terminal Building. Here are the login instructions to log into the meeting.

If you haven't used Zoom before, I encourage you to click on the link below on your computer or smart phone before the meeting starts to get everything setup. Please note that you can call in if you're not able to connect via video.

Topic: Airport Advisory Meeting

Time: May 15, 2020 08:00 AM Central Time (US and Canada)

Every month on the Third Fri, 3 occurrence(s)

~~Apr 17, 2020 08:00 AM~~

May 15, 2020 08:00 AM

Jun 19, 2020 08:00 AM

Please download and import the following iCalendar (.ics) files to your calendar system.

Monthly:

<https://zoom.us/meeting/tJltduytqz4qG9cJmjQPVhkfbc1GwK3xxXuL/ics?icsToken=98tyKuCurjovH9GQsBiERowAAoj4Z-wmCVfjfpethLvMhBlagjwNOETFaVUQ8DI>

Join Zoom Meeting

<https://zoom.us/j/96015555013>

Meeting ID: 960 1555 5013

One tap mobile

+16699009128,,96015555013# US (San Jose)

+13462487799,,96015555013# US (Houston)

Dial by your location

+1 669 900 9128 US (San Jose)

+1 346 248 7799 US (Houston)

+1 646 558 8656 US (New York)

+1 253 215 8782 US

+1 301 715 8592 US

+1 312 626 6799 US (Chicago)

Meeting ID: 960 1555 5013

Find your local number: <https://zoom.us/u/adOa4L8UmM>

Please let me know if you have any questions. Brian



## AIRPORT ADVISORY COMMITTEE

May 15<sup>th</sup>, 2020

8:15 A.M.

**Fremont Municipal Airport Terminal Building  
1203 West 23<sup>rd</sup> Street, Fremont, Nebraska**

1. Meeting called to order with Open Meetings Act announcement.
2. Roll call.
3. Approval of the April 17<sup>th</sup>, 2020 meeting minutes.
4. Approval of the May 1<sup>st</sup>, 2020 meeting minutes.
5. Discussion of terminal building design.
6. Consider supplemental agreement with Davis Design for terminal building.
7. Discussion of FAA Pavement Report
8. Discussion of maintenance items.
9. Adjournment.

*The agenda was distributed to the Mayor, City Council, and Advisory Committee members on May 11th, 2020. The official current copy is available at City Hall, 400 East Military, Public Works Department Office. The Advisory Committee reserves the right to go into Executive Session when necessary. A copy of the Open Meeting Law is posted at the Airport terminal building for review by the public. The Board reserves the right to adjust the order of items on this agenda.*



## AIRPORT ADVISORY COMMITTEE Special Meeting Minutes: May 1, 2020

### 1. Meeting called to order with Open Meeting announcement.

Meeting was called to order at 8:15 A.M.

### 2. Roll call.

Board Members Present: Ron Spahni, Bill Dugan, Dave Monke, Jennifer Weiss-Assman, Robert Steenblock, Mike McGillick, Tom Randal, Eric Johnson

Guests: David Goedeken, Jim Kjeldgaard, Scott Getzschman, Greg Kjeldgaard, Vic Rader, Ken Cox, Brian Newton

### 3. Discussion of Terminal Building Design

Staff reported that representatives of Davis Design were present via zoom to discuss the latest changes made to the Terminal layout. Updated drawings had been provided as well as cost estimates for the latest layout. Mike Wachal of Davis Design explained the recent changes and reasoning for the changes. The proposed cost estimate is \$3.6 million. The final design and cost estimate will be discussed at the May 15, 2020 Board Meeting. Davis Design will also provide a draft Architectural Agreement for final design.

### 4. Adjournment.

Motion by Dugan, Seconded by Johnson, to adjourn, motion passed by a roll call vote of the members.

Meeting was adjourned at 9:15.



## AIRPORT ADVISORY COMMITTEE

Meeting Minutes: April 17, 2020

1. Meeting called to order with Open Meeting announcement.

Meeting was called to order at 8:15 A.M. Open Meeting Act is posted on the wall of the Airport Terminal, the Act Poster was pointed out to those in attendance.

2. Roll call.

Board Members Present: Ron Spahni, Bill Dugan, Dave Monke, Jennifer Weiss-Assman, Robert Steenblock, Tom Randall, Eric Johnson,

Guests: David Goedeken, Jim Kjeldgaard, Greg Kjeldgaard, Ron Vlach, Brian Newton, Mike Wachal, Dayna Hoch.

3. Approval of the March 20<sup>th</sup>, 2020 meeting minutes.

Motion by Tom Randall and seconded by Dave Monke, to approve the March 20<sup>th</sup>, 2020 minutes, motion passed by vote of members, (all voting yes on role call vote)

4. Discussion of terminal building design.

Mike Wachal and Dayna Hoch of Davis Design were present via Zoom to give an update of the design status. The schematic layout was changed to reflect the comment made by the attendees of the March 20<sup>th</sup> board meeting. Board members and the Davis Design design team discussed the changes and the schematic as submitted.

5. Discussion of maintenance items.

Discussed issues door cables needing inspection, walk door seals.

6. Adjournment.

Motion by Jennifer Weiss-Assman, and seconded by Eric Johnson, to adjourn, motion passed by vote of members, (all voting yes on role call vote) Meeting was adjourned at 9:00.

 **AIA**® Document B101™ – 2017

**Standard Form of Agreement Between Owner and Architect**

AGREEMENT made as of the Sixth day of May in the year Two Thousand Twenty  
(In words, indicate day, month and year.)

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

City of Fremont  
400 East Military Avenue  
Fremont, Nebraska 68502-5141

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

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

Davis Design, Inc.  
1221 N Street, Suite 600  
Lincoln, Nebraska 68508  
Telephone: (402) 476-9700

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

Fremont Municipal Airport  
New Airport Terminal  
Phase 2 Design Construction Documents  
Fremont, Nebraska

This project is for a proposed new Airport Terminal Facility at the Fremont Municipal Airport. This contract is for the complete design and construction documents for the project as well as the bidding process.

This contract includes the design of an Airport Terminal and Fixed Base Operations (FBO) building. The terminal and the FBO are being designed to be operated as one building. It is likely that only the Airport Terminal will move to the bidding stage. Both facilities are being designed at this time to save on design and construction costs. In addition, many things must be coordinated (common wells, fortings, floor plans, restrooms, office, utilities, and etc.) for a complete design.

The Owner and Architect agree as follows.

Init.

## TABLE OF ARTICLES

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

### ARTICLE 1 INITIAL INFORMATION

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

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

§ 1.1.1 The Owner's program for the Project:

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

**None at the time of this contract.**

§ 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.)*

**To be located at the Fremont Airport, and access to the Old Highway 30 will be included. The terminal is approximately 3,700 sf, and the FBO is approximately 14,600 sf.**

§ 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.)*

**Construction costs for the terminal range from \$1,600,000 - \$1,900,000. Total construction costs with FBO are approximately \$3,300,000. Design fees are not included in these values.**

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

Init.

- .1 Design phase milestone dates, if any:

*Begin Design: June 1, 2020.*

*Design Complete: September 1, 2020..*

- .2 Construction commencement date:

*Fall 2020.*

- .3 Substantial Completion date or dates:

*Spring 2021.*

- .4 Other milestone dates:

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

**Design / Bid / Build**

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

**Project will not include LEED Design.**

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

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

**Mr. Dave Goedeken, Director of Public Works**  
**City of Fremont**  
**400 East Military Avenue**  
**Fremont, Nebraska 68025-5141**  
**Telephone: (402) 727-2636**

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

**Veronica Trujillo**

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

- .1 Geotechnical Engineer:

Init.

Alfred Benesch & Company  
825 M Street, Suite 100  
Lincoln, Nebraska 68508

.2 Civil Engineer:

Alfred Benesch & Company  
825 M Street, Suite 100  
Lincoln, Nebraska 68

.3 Other, if any:

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

None at the time of this contract.

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

Mr. Michael A. Wachal  
Davis Design, Inc.  
1221 N Street, Suite 600  
Lincoln, Nebraska 68508

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

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Work to be completed by Davis Design under this contract.

.2 Mechanical Engineer:

Work to be completed by Davis Design under this contract.

.3 Electrical Engineer:

Work to be completed by Davis Design under this contract.

Init.

§ 1.1.11.2 Consultants retained under Supplemental Services:

None at the time of this contract.

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

None at the time of this contract.

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

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

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

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as ~~expeditiously~~ reasonably as is consistent with such professional skill and care and the orderly progress of the Project.

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

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

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

§ 2.5.1 *Commercial General Liability with policy limits of not less than (\$ ) for each occurrence and (\$ ) in the aggregate for bodily injury and property damage as identified in attached Davis Design Certificate of Insurance (Exhibit A).*

§ 2.5.2 *Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than (\$ ) per accident for bodily injury, death of any person, and property damage arising out of the*

Init.

ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage as identified in attached Davis Design Certificate of Insurance (Exhibit A).

§ 2.5.3 *The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.* as identified in attached Davis Design Certificate of Insurance (Exhibit A).

§ 2.5.4 *Workers' Compensation at statutory limits.*

§ 2.5.5 *Employers' Liability with policy limits not less than (\$ ) each accident, (\$ ) each employee, and (\$ ) policy limit.* as identified in attached Davis Design Certificate of Insurance (Exhibit A).

§ 2.5.6 *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.* as identified in attached Davis Design Certificate of Insurance (Exhibit A)

.1 General Liability - Umbrella

\$5,000,000

.2 Automobile Liability

\$1,000,000/each occurrence

.3 Workers' Compensation

\$1,000,000/each occurrence

.4 Professional Liability

\$5,000,000

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

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5. See attached Davis Design Certificate of Insurance (Exhibit A).

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

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

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

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall

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provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

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

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

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

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

### § 3.2 Schematic Design Phase Services

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

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

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

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

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

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

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

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

Init.

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

### § 3.3 Design Development Phase Services

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

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

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

### § 3.4 Construction Documents Phase Services

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

§ 3.4.2 The Architect shall incorporate the design requirements, building code, life safety code, and requirements of governmental authorities having jurisdiction over the ~~Project~~ Project, and as described in 3.1.5, into the Construction Documents.

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

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

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

### § 3.5 Procurement Phase Services

#### § 3.5.1 General

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

#### § 3.5.2 Competitive Bidding

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

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

- .1 facilitating the distribution of Bidding Documents to prospective bidders;

Init.

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

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

**§ 3.5.3 Negotiated Proposals**

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

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

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

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

**§ 3.6 Construction Phase Services**

**§ 3.6.1 General**

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

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

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

**§ 3.6.2 Evaluations of the Work**

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

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

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

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

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

### § 3.6.3 Certificates for Payment to Contractor

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

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

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

### § 3.6.4 Submittals

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

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

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procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

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

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

### § 3.6.5 Changes in the Work

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

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

### § 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

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

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

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

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

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

**ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES**

**§ 4.1 Supplemental Services**

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

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

<b>Supplemental Services</b>	<b>Responsibility</b> <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	<u>Completed in Phase 1 under separate contract.</u>
§ 4.1.1.2 Multiple preliminary designs	<u>Completed in Phase 1 under separate contract.</u>
§ 4.1.1.3 Measured drawings	<u>Not provided.</u>
§ 4.1.1.4 Existing facilities surveys	<u>Not provided.</u>
§ 4.1.1.5 Site evaluation and planning	<u>Not provided.</u>
§ 4.1.1.6 Building Information Model management responsibilities	<u>Included in contract.</u> <u>Level of Design - 200</u>
§ 4.1.1.7 Development of Building Information Models for post construction use	<u>Not provided.</u>
§ 4.1.1.8 Civil engineering	<u>Included in contract.</u>
§ 4.1.1.9 Landscape design	<u>Included in contract.</u>
§ 4.1.1.10 Architectural interior design	<u>Included in contract.</u>
§ 4.1.1.11 Value analysis	<u>Not provided.</u>
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	<u>Included in contract.</u>
§ 4.1.1.13 On-site project representation	<u>Not provided.</u>
§ 4.1.1.14 Conformed documents for construction	<u>Not provided.</u>
§ 4.1.1.15 As-designed record drawings	<u>Provided in Phase 3.</u>
§ 4.1.1.16 As-constructed record drawings	<u>Provided in Phase 3.</u>
§ 4.1.1.17 Post-occupancy evaluation	<u>Not provided.</u>
§ 4.1.1.18 Facility support services	<u>Not provided.</u>
§ 4.1.1.19 Tenant-related services	<u>Not provided.</u>
§ 4.1.1.20 Architect's coordination of the Owner's consultants	<u>Not provided.</u>
§ 4.1.1.21 Telecommunications/data design	<u>By Owner.</u>
§ 4.1.1.22 Security evaluation and planning	<u>By Owner.</u>
§ 4.1.1.23 Commissioning	<u>Not provided.</u>
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	<u>Not provided.</u>
§ 4.1.1.25 Fast-track design services	<u>Not provided.</u>
§ 4.1.1.26 Multiple bid packages	<u>Not provided.</u>

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Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.27 Historic preservation	<u>Not provided.</u>
§ 4.1.1.28 Furniture, furnishings, and equipment design	<u>Not provided.</u>
§ 4.1.1.29 Other services provided by specialty Consultants	<u>Not provided.</u>
§ 4.1.1.30 Other Supplemental Services	<u>Not provided.</u>
§ 4.1.1.31 <b>Electronic Document Service</b>	<u>By Owner.</u>

**§ 4.1.2 Description of Supplemental Services**

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

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

None at the time of this contract.

§ 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.)*

None at the time of this contract.

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

**§ 4.2 Architect's Additional Services**

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the ~~Architect~~, Architect or Architect's consultants, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;

Init.

- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- ~~.9 Evaluation of the qualifications of entities providing bids or proposals;~~
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

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

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

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

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

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

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

## ARTICLE 5 OWNER'S RESPONSIBILITIES

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

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

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Owner shall notify the Architect. The Owner and the Architect shall thereafter agree not significantly increase or decrease the overall budget, the portion of the budget allocated for the Cost of the work, or contingencies included in the overall budget or a portion of the budget, without the agreement of the Architect to a corresponding change in the Project's Project scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

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

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

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

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

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

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

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

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

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

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

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

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

#### ARTICLE 6 COST OF THE WORK

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

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

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

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

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

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated ~~proposal~~, proposal by 15% or more, the Owner shall

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

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents for which the Architect is responsible under this Agreement as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall

Init.

be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## **ARTICLE 7 COPYRIGHTS AND LICENSES**

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

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

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

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

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

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

## **ARTICLE 8 CLAIMS AND DISPUTES**

### **§ 8.1 General**

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

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

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

## § 8.2 Mediation

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

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. ~~mediation.~~ 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.~~ **The mediator shall be chosen by mutual agreement of the parties.**

§ 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.~~

Init.

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

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

~~§ 8.3.4 Consolidation or Joinder~~

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

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

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

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

**ARTICLE 9 TERMINATION OR SUSPENSION**

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

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

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

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

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

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

Init.

§ 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:

0.00

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

0.00

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

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

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

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

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

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

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

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access as determined by the Owner to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect ~~in writing~~ of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

Init.

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

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

#### ARTICLE 11 COMPENSATION

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

~~1~~ — Stipulated Sum  
(Insert amount). ~~3~~ Other  
(Describe the method of compensation)

**The fees for the design of the new terminal building will be in three phases. The phases are as identified below:**

~~2~~ — Percentage Basis  
(Insert percentage value) **Phase 1: Phase 1 of the contract will be to complete the Schematic Design Phase of the contract. This work will be done on an hourly, not-to-exceed amount of \$25,000. (This phase is complete.)**

(~~—~~) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section ~~11.6~~. **Phase 2: Phase 2 of the contract will be based upon a lump sum fee to complete the design and coordinate the bidding process. This work will begin after Phase 1 is complete, and the City of Fremont has approved the lump sum design fees to complete the remainder of the project. Lump sum fee of \$160,000.00.**

~~3~~ — Other  
(Describe the method of compensation)

**Phase 3: Phase 3 of the contract will be based upon a lump sum fee to complete the Construction observation and administration services. This work will begin after Phase 2 is complete, and the City of Fremont has approved the lump sum design fees to complete the construction services phase.**

§ 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.)

**Hourly based on rates listed in the attached Hourly Rate Schedule (included in Exhibit B).**

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.)

Hourly based on rates listed in the attached Hourly Rate Schedule (included in Exhibit B).

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

Hourly based on rates listed in the attached Hourly Rate Schedule (included in Exhibit B).

<u>Schematic Design Phase</u>	<u>Ten</u>	<u>percent (</u>	<u>10</u>	<u>%)</u>
<u>Design Development Phase</u>	<u>Forty</u>	<u>percent (</u>	<u>40</u>	<u>%)</u>
<u>Construction Documents Phase</u>	<u>Forty-five</u>	<u>percent (</u>	<u>45</u>	<u>%)</u>
<u>Bidding Phase</u>	<u>Five</u>	<u>percent (</u>	<u>5</u>	<u>%)</u>
<u>Construction Phase</u>	<u>Zero</u>	<u>percent (</u>	<u>0</u>	<u>%)</u>

<u>Total Basic Compensation</u>	<u>one hundred</u>	<u>percent (</u>	<u>100</u>	<u>%)</u>
---------------------------------	--------------------	------------------	------------	-----------

§ 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:

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

noted in the attached Design Fees (Exhibit B).

§ 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.)

Hourly rates are as listed in the attached Hourly Rate Schedule (included in Exhibit B).

<b>Employee or Category</b>	<b>Rate (\$0.00)</b>
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**§ 11.8 Compensation for Reimbursable Expenses**

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

Init.

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

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten Percent percent ( 10 %) of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:  
*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)*

§ 11.10 **Payments to the Architect**

§ 11.10.1 **Initial Payments**

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

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

§ 11.10.2 **Progress Payments**

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Sixty ( 60 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

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

—%

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

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

Init.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

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

**ARTICLE 13 SCOPE OF THE AGREEMENT**

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

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

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

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

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

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

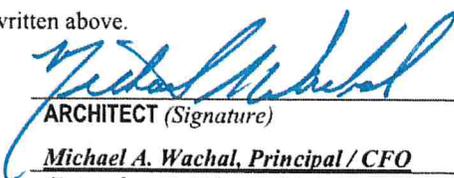
Exhibit A – Certificate of Insurance  
Exhibit B - Design Fees

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

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

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

Mr. Dave Goedecken, Director of Public Works  
(Printed name and title)

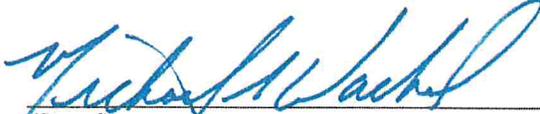
 5-5-20  
\_\_\_\_\_  
ARCHITECT (Signature)  
Michael A. Wachal, Principal / CFO  
(Printed name, title, and license number, if required)

Init.

## **Certification of Document's Authenticity**

AIA® Document D401™ – 2003

I, Michael A. Wachal, PE, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 13:29:35 CT on 05/05/2020 under Order No. 3895528071 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.



(Signed)



(Title)



(Dated)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/03/2019

EXHIBIT A

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> INSPRO Insurance P.O. Box 6847 Lincoln, NE 68506 402 483-4500	<b>CONTACT NAME:</b> Laura Paulsen <b>PHONE (A/C, No, Ext):</b> 402-484-2722 <b>FAX (A/C, No):</b> 402-484-2728 <b>E-MAIL ADDRESS:</b> lpaulsen@isproins.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Travelers Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B : Arch Insurance Co</td> <td>11150</td> </tr> <tr> <td>INSURER C : Chubb Group of Insurance Companies</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Insurance Company		INSURER B : Arch Insurance Co	11150	INSURER C : Chubb Group of Insurance Companies		INSURER D :		INSURER E :		INSURER F :
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INSURER D :														
INSURER E :														
INSURER F :														
<b>INSURED</b> Davis Enterprises DBA Davis Design, Inc. 1221 N Street Suite 600 Lincoln, NE 68508-2030														

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			8K72202A	07/01/2019	07/01/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			8K728822	07/01/2019	07/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000			8K731469	07/01/2019	07/01/2020	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	8K826471	07/01/2019	07/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Professional			PAAEP0105700	11/30/2018	11/30/2019	\$5,000,000
C	Management Liability			82118222	07/01/2019	07/01/2020	\$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: New Airport Terminal

CERTIFICATE HOLDER CANCELLATION

Fremont Municipal Airport 400 East Military Ave Fremont, NE 68025	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**City of Fremont, Nebraska**  
**New Airport Terminal Facility**  
**Phase #2 – Construction Documents**  
**DESIGN FEES**  
**May 6, 2020**

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This proposal outlines the basic design fee structure to be used for the compensation to the Architect. The Architect is responsible for all the architectural, interior design, civil/site design, landscaping design, structural, mechanical, electrical, and construction administration. Interior design (selection of colors and materials) is included in the finished spaces. Furniture, Furnishings, & Equipment (FFE) selection is not included in the base fee below. Items specifically excluded from the scope of the design contract are as follows:

1. LEED
2. City/Public Utilities and Streets.
3. Zoning, re-platting, or other property issues.

The design project includes the design of a new Airport Terminal building as well as a future FBO (fixed based operations) building. The Terminal and the FBO are intended to be designed as one facility to maximize the efficiency of operations and reduce the total cost of construction and design. The buildings are to share a common wall, footings, and work as one entity. It is likely that only the Terminal Building will move to the Phase #3 for construction. But, sense the buildings are designed to operate as one facility and share many components of construction (walls, rest rooms, offices, utilities, parking, driveways, apron) it is the desire of the Fremont Airport Board to have both facilities designed at the same time to save overall construction and design costs and to coordinate all construction related issues. Bidding is included in this contact. It is likely that the FBO will be delayed in the bidding process due to budget needs.

Phase #1: Schematic Design, this phase is complete.

Phase #2: Construction Documents, Included in this contract.

Phase #3: Construction Administration, to be determined in the future.

Major changes to the scope of work after review and approval of the documents will be subject to additional services. This proposal assumes that the FAA will not require any additional CATEX, Environmental assessment studies, or other items to continue with the design of the terminal.

On the following page is an outline of the design fees for the project.

**City of Fremont, Nebraska**  
**New Airport Terminal Facility**  
**Phase #2 – Construction Documents**  
**DESIGN FEES**  
**May 6, 2020**

---

**Item Description**

The fees for the design of the new terminal building will be in three phases. The phases are as identified below:

**Phase 1:** Complete

**Phase 2:** Phase 2 of the contract will be based upon a lump sum fee to complete the Design and to coordinate the bidding process. This work will begin after Phase 1 is complete, and the City of Fremont has approved the lump sum design fees to complete the remainder of the project design. **The total lump sum for the design fees are \$160,000.00.**

**Phase 3:** Phase 3 of the contract will be based upon a lump sum fee to complete the Construction Observations and Administration Services. This work will begin after Phase 2 is complete, and the fees will be determined at that time.

Surveying and geotechnical services will be required on this project. They have already been approved by the City of Fremont personnel because they were on site for the Terminal Taxiway project. Cost for the survey and geotechnical work will be passed along to the owner as a reimbursable expense without mark-up by Davis Design.

The design fees will be invoiced monthly. The invoices shall reflect the amount of work/effort completed to the date of the invoice. All invoicing will be based upon a percentage of completion for phase #2.

Reimbursable expenses shall be as outlined in the contract or as further defined and developed within this paragraph. All reimbursable expenses that reflect the costs of direct expenses to the project such as printing, renderings, lodging, meal allowances, models, etc. are not included in the fees noted above and will be invoiced to the Owner with a markup of 1.10 per the contract. Travel expenses will reflect the current IRS federal rate for mileage as well as the hourly rates of the people involved in the travel. Mileage and travel expenses shall not include a 1.10 mark up.

**City of Fremont, Nebraska**  
**New Airport Terminal Facility**  
**Phase #2 – Construction Documents**  
**DESIGN FEES**  
**May 6, 2020**

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Other items that are not included as part of the scope of work is as follows:

- Submittal Exchange Fees (Approx \$5,500.00 to be added as reimbursable expense.
- 3D High Resolution Renderings
- Permits and Fees by governing authorities
- Environmental studies or issues
- LEED design and documentation
- Changes requested by owner after approval process is complete
- Special inspections as required by local and international building codes
- IT, Phone, Data, AV system design. or other communications.
- Printing of plans for contractor/owner use.
- Federal/State/Local Taxes on services.
- Additional insurance costs above our standard coverage limits.
- Multiple phased project cost that will require additional construction administration time.

The Terminal project is not funded by the FAA and therefore will not be required to follow all of the FAA rules and regulations. Although the project is connected to the Taxiway project that is currently be done, the terminal project will not be subject to FAA funding or FAA regulations. Clearances and other items of safety required by the FAA will be followed.

Work items that are not specifically outlined in the scope of the Architects services will be considered additional services. Additional services will be performed on an hourly basis based upon the following rates, or a negotiated fee of some other arrangement with prior agreement by both parties.

On the following page are the hourly rates to be used for additional service items.

**City of Fremont, Nebraska**  
**New Airport Terminal Facility**  
**Phase #2 – Construction Documents**  
**DESIGN FEES**  
**May 6, 2020**

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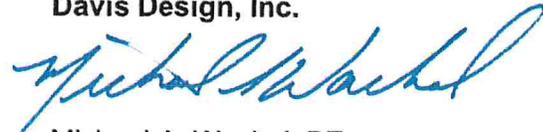
**Davis Design, Inc.**  
**Hourly Rate Schedule**

<b><u>Position</u></b>	<b><u>Hourly Rate</u></b>
Principal, Project Manager	\$190.00
Project Architect, AIA	\$130.00
Architectural Designer	\$115.00
Structural Engineer, PE	\$150.00
Structural Designer	\$120.00
Mechanical Engineer, PE	\$150.00
Mechanical Designer	\$120.00
Electrical Engineer, PE	\$150.00
Electrical Designer	\$120.00
Interior Designer	\$100.00
CAD Technician	\$ 95.00
Construction Administrator	\$115.00
Administrative	\$ 65.00

The hourly rates noted above are valid thru June 1, 2020. Salaries are to be adjusted on a yearly basis at a rate of 4.0% per year. This annual adjustment will occur on June 1, 2020. The adjustment will apply to additional services requested only. The lump sum design fee noted above will not require adjusted rates.

Submitted By,

**Davis Design, Inc.**



Michael A. Wachal, PE  
Principal, CFO

# NEBRASKA

Good Life. Great Journey.

## DEPARTMENT OF TRANSPORTATION



April 30, 2020

Pete Ricketts, Governor

Mr. Brian Newton, Interim City Administrator  
Fremont Municipal Airport  
400 East Military Avenue  
Fremont, NE 68025-5141

Subject: Fremont Municipal Airport  
Fremont, NE  
Airport Licensing, 5010, and Pavement Inspections

Dear Mr. Newton:

The Nebraska Department of Transportation Aeronautics Division (NDOT) conducted the following inspections at the Fremont Municipal Airport, FAA Site 12716.\*A, on March 30<sup>th</sup>, 2020 (the Pavement inspection was conducted April 23<sup>rd</sup>):

- ➔ Airport Licensing Inspection
- ➔ 5010 Airport Inspection
- ➔ Pavement Condition Index Inspection (PCI)

The description of the above listed inspections, the rules and regulations requiring said inspections, and any deadlines for each is listed in attachment "A".

No License violations were observed during the inspection.

Any items of concern that the inspectors **RECOMMEND** be corrected will be shown on page two (2) of the **Airport Inspection Summary**, Attachment "B." Any recommended items **NOT** corrected will be placed on the **5010 Master Record after 60 days from the date on this cover letter**. Once items are corrected, list the date of correction on the right side of the Airport Inspection Summary form, sign/date it, and return it to our office. Please keep a copy for your records.

If you have any questions, please don't hesitate to give us a call.

Sincerely,

Dave Lehnert  
Engineering, Division of Aeronautics  
Nebraska DOT

Kyle Schneweis, P.E., Director  
Department of Transportation

1500 Highway 2  
PO Box 94759  
Lincoln, NE 68509-4759

[dot.nebraska.gov](http://dot.nebraska.gov)

OFFICE 402-471-4567  
FAX 402-479-4325  
NDOT.ContactUs@nebraska.gov

Aeronautics Division  
3431 Aviation Road, Ste. 150  
PO Box 82088  
Lincoln, NE 68501  
OFFICE 402-471-2371  
FAX 402-471-2906

Navigational Aids Office  
Kearney Municipal Airport  
5065 Airport Road  
Kearney, NE 68847  
OFFICE 308-865-5696  
FAX 308-865-5697

## ATTACHMENT A – AIRPORT INSPECTIONS

### **Airport Licensing Inspection**

The airport licensing inspection is required of all public use airports, as outlined in the Nebraska Administrative Code Title 17 – Nebraska Department of Aeronautics. A complete copy of the rules and regulations regarding airport licensing standards can be accessed at [http://www.sos.ne.gov/rules-and-regs/regsearch/Rules/Aeronautics\\_Dept\\_of/Title-17/Chapter-01.pdf](http://www.sos.ne.gov/rules-and-regs/regsearch/Rules/Aeronautics_Dept_of/Title-17/Chapter-01.pdf)

### **5010 Airport Inspection**

The NDOT is under contract to conduct the 5010 Airport Inspections, as required by the Federal Aviation Administration (FAA). The information obtained during the inspection is reported in the 5010 Airport Master Record and may be viewed on the 5010 webpage at <http://www.gcr1/5010web>. The 5010 information provides a description of the physical and operational characteristics of the airport and is available to the public. The NDOT has provided a revised red lined copy (see attached) of your 5010 record, as a result of the inspection. The data will be submitted to the FAA. This website is updated on a quarterly basis.

### **Pavement Condition Index Inspection (PCI)**

The NDOT conducts the PCI to assist the airport in fulfilling their federal grant assurance for maintaining a pavement maintenance management program. The PCI's are required every three years. The results will be provided under a separate report by early October 2020.

### **Based Aircraft Inventory**

Based aircraft inventory counts should be done on a yearly basis at a minimum. Aeronautics will contact you in September to remind you to update your inventory before the end of the year. While this is the airport sponsor's responsibility, Aeronautics can offer guidance and assistance.

The based aircraft inventory is required by the Federal Aviation Administration (FAA) because the Fremont Municipal Airport is included in the FAA's National Plan of Integrated Airport System (NPIAS). Having accurate based aircraft information assists the FAA in planning and forecasting the growth of the general aviation community, especially as the FAA looks at LPV (Localizer Performance with Vertical Guidance) approaches and other system-wide improvements. In addition, based aircraft counts are one of the criteria used to determine general aviation classification in the NPIAS, which is a requirement to receive Federal funds.

### **Underground Aviation Fuel Tanks**

The inquiry on any underground aviation fuel tanks at Fremont Municipal Airport is a collection question. The NDOT/Division of Aeronautics is working with the airport sponsor to determine if there are any tanks currently in use or abandoned that may be on the property.

"No" underground tanks, stated 4-7-2020:  
Jim Kjeldgaard, Airport FBO



City	Fremont	Airport	Fremont Municipal	Page 2 Of 2
Inspected Date	3-30-20	Loc-ID	FET	

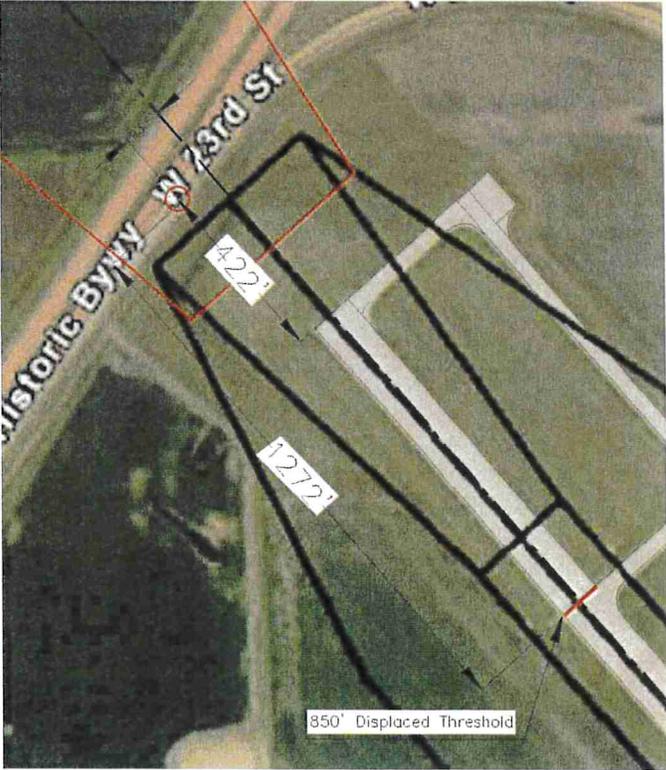
Item #	Recommended Corrections:	Date of Correction
1	<p>Fuel Station: Fire extinguisher tag out of date (Photo 1). Have all extinguishers inspected and up-to-date tags affixed.</p> <p><i>Please note:</i> Both the 100LL and the Jet A 'boxes' were locked, so inspectors could not confirm Weights &amp; Measures tags were current, or that grounding clips were in good repair. Please check your tags and arrange an inspection if they are out-of-date, and repair or replace grounding clips if needed.</p>	
2	Light #T15 at the Runway 14 Displaced Threshold inoperative (sorry, no photo). Determine the cause and repair, or replace bulb.	
3	Severe pavement deterioration (spalling) on the connecting taxiway at the 14-end Displaced Threshold (Sketch 3 and Photos 3a & 3b). Sweep FOD daily; start planning a pavement rehabilitation project. This connector is showing the worst case, but there are clear signs of deterioration throughout the concrete pavement constructed in 1994 (example in Photo 3c, the parallel taxiway).	
	*** FYI Only, No Correction Necessary ***	
4	<p>The current 5010 shows a 7:1 Clearance Slope for Runway 14, due to a light pole 27' above, and 410' from, the runway end; with a Remark that the Clearance Slope to the Displaced Threshold is 46:1.</p> <p>Inspectors confirmed the light pole remains the Controlling Obstruction, but measurements yielded slightly different data: the pole is 422' from and 29' above the runway end. This still results in a 7:1 from the runway end, but calculating for the 850' Displaced Threshold now yields a 43:1 Clearance Slope (Photo and Sketch 4). The Remark will be edited to reflect the new data (see enclosed redlined 5010).</p>	(n/a)
5	<p>The current 5010 shows a 20:1 Clearance Slope for Runway 32, due to a tree 51' above, and 1260' from, the runway end; with a Remark that the Clearance Slope to the Displaced Threshold is 41:1.</p> <p>Inspectors measured several trees (numbered 1-4 in Photo and Sketch 5) and found significant growth had occurred since the 2017 inspection. The tree noted above was now 57', not 51'; but trees closer in had also grown, and had a greater impact on the Clearance Slope than the 'old' tree. Two trees just across West Linden Avenue and inside the SE flare of the Part 77 Approach create a 28:1 Clearance Slope from the Displaced Threshold (see Photo and Sketch 5).</p> <p>PLEASE NOTE: While none of these trees are License issues and do not <i>require</i> removal for FET to be License-compliant, we strongly encourage you to remove the trees on City property. The trees penetrate the FAA Part 77 surface and therefore can impact future grant requests. A review of your 2018 ALP Property Map and your 2009 Exhibit 'A' show that you have easements over, or own in fee, the properties where three of the four measured trees are located (Tree #3 at the SW corner of Michael &amp; West 12<sup>th</sup> is outside the easement and own-in-fee boundaries). Removal of trees 1, 2, and 4 would improve your approach clearance to 33:1. If landowner permits removal of Tree #3, the approach improves to 44:1 (due to an elevator tower 6681' out)</p>	(n/a)

SIGN \_\_\_\_\_ DATE \_\_\_\_\_  
 Airport Manager or Authorized Airport Official

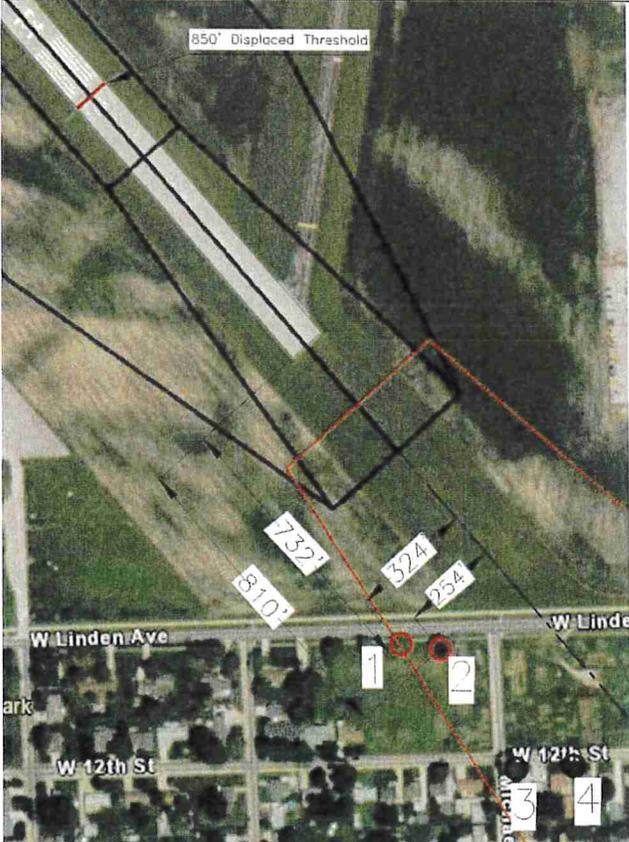
# PHOTO LOG March 30, 2020

<b>Airport:</b> FET	<b>Location:</b> Fuel Station
Photo 1  The fire extinguisher has not been inspected since 2018. Have all the extinguishers on the airport inspected and given current tags.	
<b>Airport:</b> FET	<b>Location:</b> 14 End, Connecting Taxiway off Displaced Threshold
Sketch 3  Red box marks connector with severe pavement spalling (photos next page).  Sweep FOD daily and begin planning a pavement rehabilitation project as suggested on Attachment B.	

# PHOTO LOG March 30, 2020

<b>Airport:</b> FET	<b>Location:</b> Runway 14 Approach
Photo 4  Red-circled light pole is the Controlling Obstruction for Runway 14 (see Sketch 4 below).	
<b>Airport:</b> FET	<b>Location:</b> Runway 14 Approach
Sketch 4  Red circle is light pole in Photo 4. Red lines are the Part 77 Approach. (Heavy black lines are the Nebraska License surfaces). The pole is 29' above the runway end elevation, resulting in a 7:1 Clearance Slope from the runway end, but a 43:1 from the Displaced Threshold.	

# PHOTO LOG March 30, 2020

<p><b>Airport:</b> FET</p>	<p><b>Location:</b> Runway 32 Approach</p>
<p>Photo 5</p> <p>Trees 1 and 2 both create a 28:1 Slope for the Runway 32 Approach, measured from the Displaced Threshold (DT). From the runway end, Tree 1 creates a 9:1; it is the new Controlling Obstruction. Tree 2 creates a 10:1.</p> <p>(Tree 3 is a 33:1 from the DT. Tree 4 is the 'old' Controlling Obstruction; it now creates a 37:1 from the DT).</p> <p>See Sketch 5 below.</p>	
<p><b>Airport:</b> FET</p>	<p><b>Location:</b> Runway 32 Approach</p>
<p>Sketch 5</p> <p>Red circles are trees 1 &amp; 2 in Photo 5; black circles are trees 3 &amp; 4.</p>	



1 ASSOC CITY: FREMONT 4 STATE: NE LOC ID: FET  
2 AIRPORT NAME: FREMONT MUNI 5 COUNTY: DODGE NE  
3 CBD TO AIRPORT (NM): 02 NW 6 REGION/ADO: ACE/NONE 7 SECT AERO CHT: OMAHA

FAA SITE NR: 12716.\*A

**GENERAL**

10 OWNERSHIP: PUBLIC  
11 OWNER: CITY OF FREMONT  
12 ADDRESS: 400 EAST MILITARY AVENUE  
FREMONT, NE 68025-5141  
13 PHONE NR: 402-727-2636  
14 MANAGER: MARK GOEDKEN *VYHLIDAL*  
15 ADDRESS: 97 WEST 3RD STREET  
FREMONT, NE 68025-4945  
16 PHONE NR: 402-727-2691  
17 ATTENDANCE SCHEDULE:  
ALL ALL 0700-2000

**SERVICES**

> 70 FUEL: 100LL A  
> 71 AIRFRAME RPRS: MAJOR  
> 72 PWR PLANT RPRS: MAJOR  
> 73 BOTTLE OXYGEN: NONE *HIGH*  
> 74 BULK OXYGEN: LOW  
75 TSNT STORAGE: TIE  
76 OTHER SERVICES:  
INSTR, RNTL

**BASED AIRCRAFT**

90 SINGLE ENG: 45  
91 MULTI ENG: 4  
92 JET: 1  
TOTAL: 50  
93 HELICOPTERS: 3  
94 GLIDERS: 0  
95 MILITARY: 0  
96 ULTRA-LIGHT: 0

**FACILITIES**

> 80 ARPT BCN: CG  
> 81 ARPT LGT SKED: SEE RMK  
BCN LGT SKED: SS-SR  
> 82 UNICOM: 122.800  
> 83 WIND INDICATOR: YES-L  
84 SEGMENTED CIRCLE: YES  
85 CONTROL TWR: NO  
86 FSS: COLUMBUS  
87 FSS ON ARPT: NO  
88 FSS PHONE NR:  
89 TOLL FREE NR: 1-800-WX-BRIEF

**OPERATIONS**

100 AIR CARRIER: 0  
102 AIR TAXI: 3,600  
103 G A LOCAL: 12,200  
104 G A ITNRNT: 6,350  
105 MILITARY: 100  
TOTAL: 22,250  
OPERATIONS FOR  
12 MONTHS  
ENDING: 05/09/2017

*4/1/20*

**RUNWAY DATA**

30 RUNWAY IDENT: 14/32  
31 LENGTH: 6,353  
32 WIDTH: 100  
33 SURF TYPE-COND: CONC-E  
34 SURF TREATMENT:  
35 GROSS WT: S 28.0  
36 (IN THSDS) D 48.0  
37 2D  
38 2D/2D2  
39 PCN:

**LIGHTING/APCH AIDS**

40 EDGE INTENSITY: MED  
42 RWY MARK TYPE-COND: NPI - G / NPI - G - / -  
43 VGS: P2L / P2L /  
44 THR CROSSING HGT 40 / 40 /  
45 VISUAL GLIDE ANGLE: 3.00 / 3.00 /  
46 CNTRLN-TDZ: - / - - / -  
47 RVR-RVV: - / - - / -  
48 REIL: Y / /  
49 APCH LIGHTS: / /

**OBSTRUCTION DATA**

50 FAR 77 CATEGORY: C / C /  
51 DISPLACED THR: 850 / 850 /  
52 CTLG OBSTN: POLE / TREE /  
53 OBSTN MARKED/LGTD: / /  
54 HGT ABOVE RWY END: *29 27 / 51 55* / /  
55 DIST FROM RWY END: *422 410 / 1,260 732* / /  
56 CNTRLN OFFSET: 93R / 190L *324 L* / /  
57 OBSTN CLNC SLOPE: 7:1 / 20:1 *9:1* / /  
58 CLOSE-IN OBSTN: N / N /

**DECLARED DISTANCES**

60 TAKE OFF RUN AVBL (TORA): 5,500 / 5,500 /  
61 TAKE OFF DIST AVBL (TODA): 5,500 / 5,500 /  
62 ACLT STOP DIST AVBL (ASDA): 5,500 / 5,500 /  
63 LNDG DIST AVBL (LDA): 4,650 / 4,650 /

ARPT MGR PLEASE ADVISE FSS IN ITEM 86 WHEN CHANGES OCCUR TO ITEMS PRECEDED BY >

**110 REMARKS**

*BRIAN*  
J11 BRENT NEWTON-CITY ADMINISTRATOR  
J14 DAVE GOEDKEN - PUBLIC WORKS DIRECTOR (*GOEDKEN*)  
J17 FOR ATTENDANT AFT HRS CALL (402) 727-4665/(402) 719-9364 OR (402) 720-2863.  
J43 RWY 32 PAPI LGT OTS INDEF.  
J57 RWY 14 APCH SLOPE 46:1 DUE TO 27-FT LIGHT POLE 1260 FT FROM DSP THR. *43:1, 29' POLE, 1272' FROM DSP THR*  
J57 RWY 32 APCH SLOPE 44:1 DUE TO 51-FT TREE 2440 FT FROM DSP THR. *28:1, 55' TREE, 1582' FROM DSP THR, 324' L;*  
J81 ACTVT REIL RY 14 & PAPI RYS 14 & 32 - CTAF.  
110-001 (E81) TURN OFF ONLY. *AND 58' TREE 1060' FROM DSP THR, 254' L*  
110-002 FOR CD CTC OMAHA APCH AT 402-682-4395.  
110-003 TAXIWAY T21, T24, T9, 60 AND B85 LIGHT OUT.  
110-005 RWY-1/19 HAS NOT BEEN MARKED AS CLOSED:

*FORMER RWY 01/19 IN USE AS TAXIWAY ONLY*

111 INSPECTOR: (S)

112 LAST INSP: 05/09/2017  
*4/1/20*

113 LAST INFO REQ:

Nebraska Department of Transportation  
Division of Aeronautics

Airport License

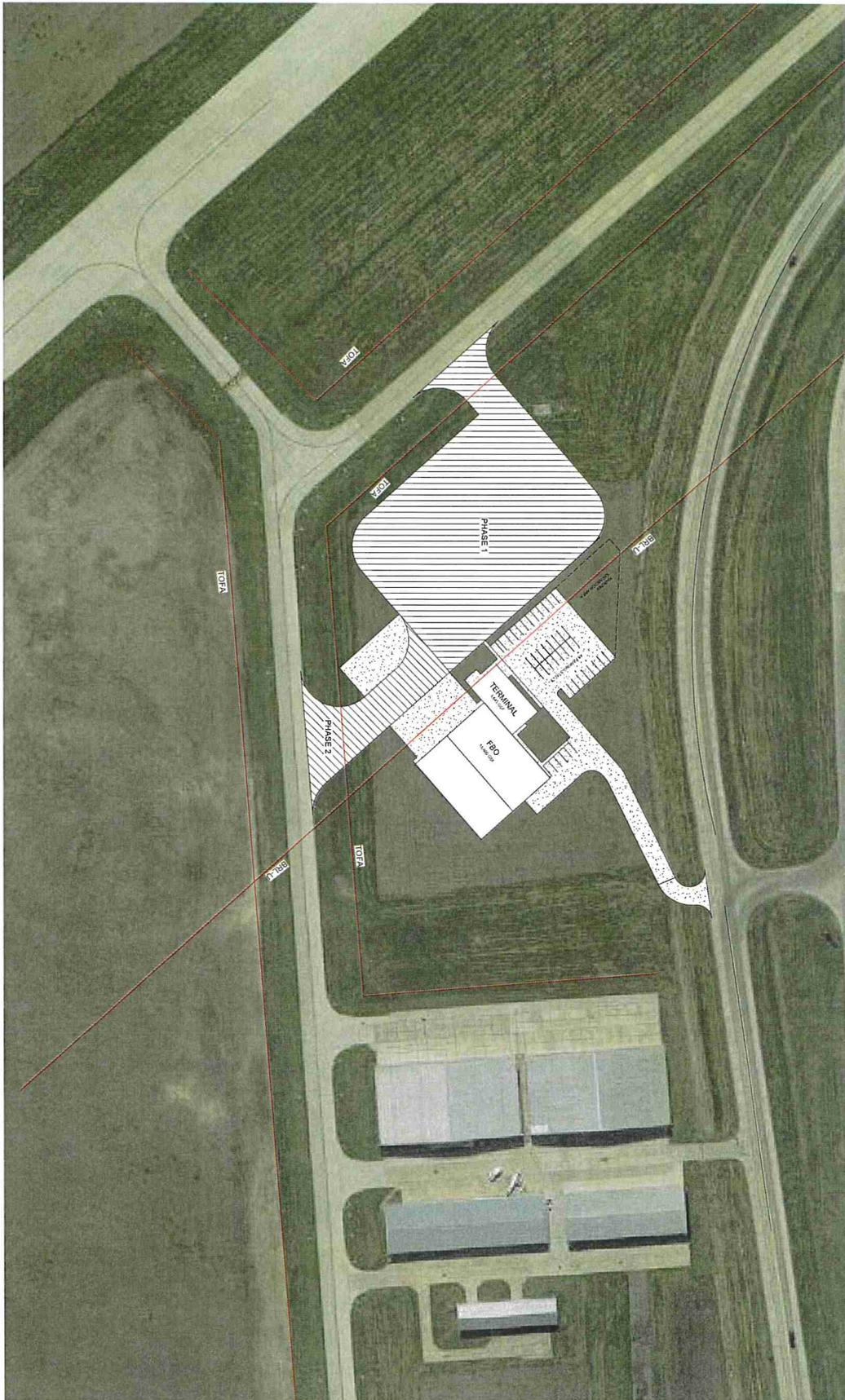
In accordance with the authority granted to the Division of Aeronautics by  
R.R.S. Nebraska § 3-128

**FREMONT MUNICIPAL AIRPORT**

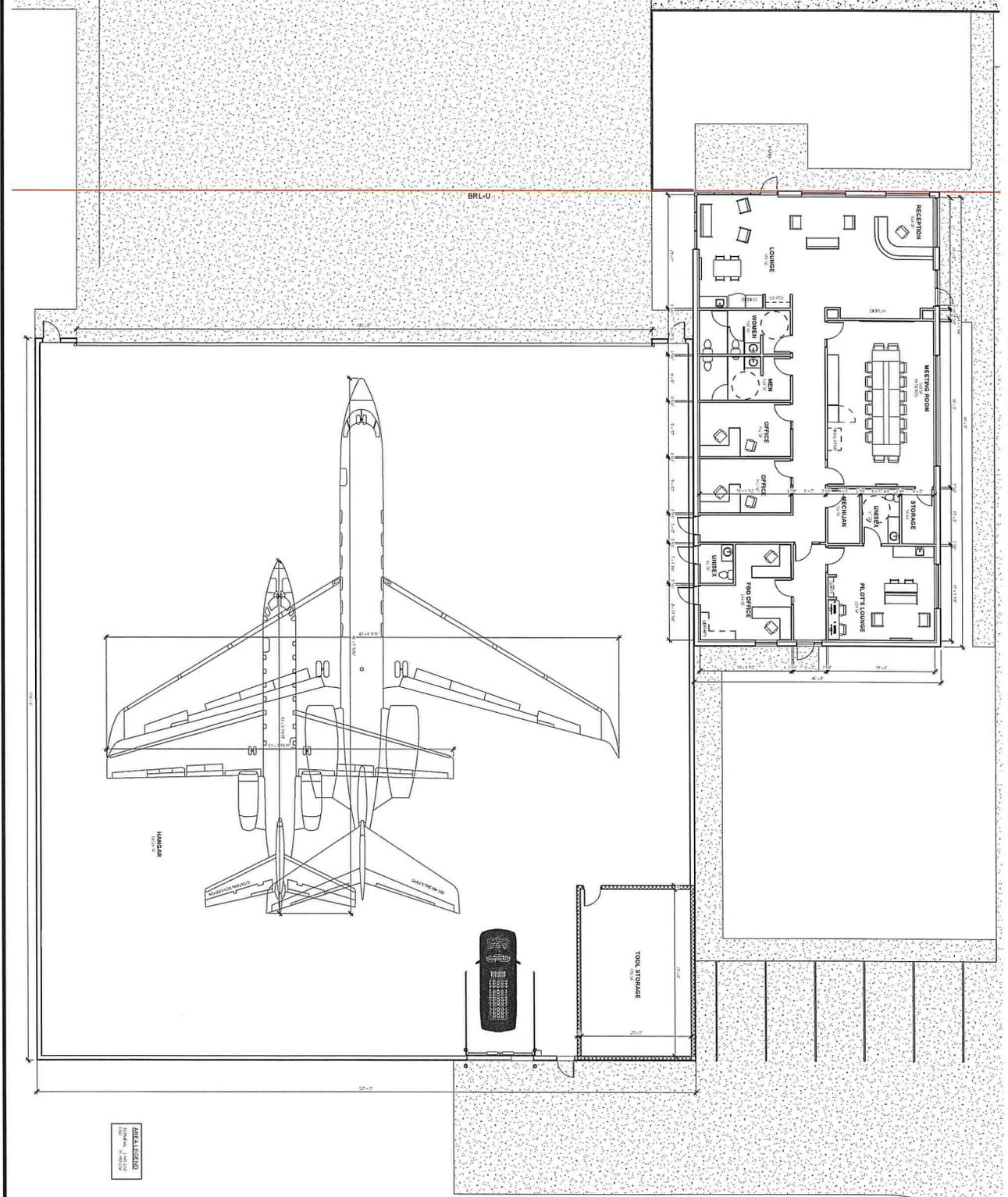
of Fremont, Nebraska is hereby duly licensed effective this 30<sup>th</sup> day of April, 2020 and  
such license shall continue until the 31<sup>st</sup> day of December 2023.

*Andrew B. Aman*

for Director, Division of Aeronautics



1 FLOOR PLAN



ADRIAN LEBLANC  
ARCHITECT  
1000 N. LINCOLN  
LINCOLN, NE 68508  
PHONE 402-476-9700  
FAX 402-476-9722

City of Fremont  
Fremont Airport Terminal  
Floor Plan

A-002  
05/04/2020

**davis**  
design

Lincoln  
1221 N Street, Suite 600  
Lincoln NE 68508  
Phone 402-476-9700  
Fax 402-476-9722

Vermillion  
15 East Main, Suite 201  
Vermillion SD 57059  
Phone 605-624-1081