

June 11, 2026

Andrew Wane
Westside Community Schools, Director of Facilities
9437 "J" Street
Omaha, NE 68127
P: 402.390.8331

RE: TACKarchitects no. 2525.032.00

We appreciate the opportunity to provide you with a proposal for design services for your facility needs at the Westside Middle School Performing Arts Center. We have enjoyed working with the district representatives on the conceptual design for this project and look forward to continuing our efforts through the remainder of the project. Our team of professionals we assembled has extensive experience with several similar project types and plan to create customizable solution unique to your needs! Our insights into design, engineering and unique programmatic processes are vital in the development and success of turning your vision into reality. Our proposal is broken down into the following categories:

- I. Project Description/Assumptions
- II. Definition of our Process and Scope of Services
- III. Proposed Fee

I. Project Description/Assumptions:

- The project will consist of developing Construction Documents based on the completed conceptual design study for upgrades to the Westside Middle School Performing Arts Center located at 8601 Arbor Street, Omaha, NE 68124. The Construction Documents will be used by the school district to solicit bids for General Contractors for the construction of the improvements.
- Scope of work to include the following goals:
 - Increase the size of the stage for additional performance space. Current assumption is the stage will be raised 3 ½" and extended out to meet the existing seating landing at the same height.
 - Modify the existing return air grilles and shafts to accommodate changes to stage configuration.
 - Adjust location and elevation of existing lower auditorium door and ramp to accommodate revised stage height.
 - Adjust wheel chair seating quantity and location to reflect new design including modifying seats at the top of the auditorium as required.
 - Theatrical lighting upgrades
 - New LED lights and lighting control board
 - Updated audio video system including projector and screen
 - Add badge reader for existing elevator
 - New auditorium seats in a one for one replacement of existing/remaining auditorium seats.
- The design team will include TACKarchitects, Morrissey Engineering (MEP), and TD2 (structural).

II. Proposed Fee:

Our team works on a variety of fee arrangements, including lump sum, percentage of construction cost, hourly, or a combination of these. We try to customize the appropriate fee to the project based on the required efforts and project complexities. Fees are negotiated on an individual project basis. Based on our current understanding of the project scope we propose a fixed rate fee of \$175,000.00.

We want to do your project. Period. We have never failed to work out a fee arrangement that both parties felt was fair and equitable for the services rendered and that will be the case with Westside Community Schools.

TACK will bring small firm intimacy, with large firm experience. We will be working diligently through all the details making the process painless and fun. Our firm's priority is to see that your project is a complete success.

We look forward to working with you to develop a plan that will exceed your expectations! This agreement includes the attached TACK standard Terms & Conditions (See attached Exhibit A).

Sincerely,

TACKarchitects



J. Christopher Houston, AIA, LEED AP
Principal

attachment: Exhibit A: TACK standard Terms & Conditions

ACCEPTANCE:

Name: _____

Title: _____

Date: _____

EXHIBIT A- TERMS AND CONDITIONS

General: The Terms and Conditions set forth herein and in the above cover letter constitute an offer by TACKarchitects, Inc. ("TACK") to perform for the Company to whom this cover letter is addressed ("Client"), all of the professional design services described in said cover letter as Scope of Services ("Services") for Client's project as defined therein ("Project"). TACK's offer becomes a Contract on these same terms and conditions when accepted or acknowledged by Client or by TACK's commencing performance of the Services. This contract supersedes all previous understandings, if any, and constitutes the entire agreement between TACK and Client relating to the Services. Preprinted terms and conditions on Client purchase orders are not accepted regardless of when issued. TACK shall have the right, as its sole option, to rescind its offer if the Services have not commenced within ninety (90) days of the date of TACK's offer.

TACK's Obligations: TACK will endeavor to perform its Services using that degree of care and skill ordinarily exercised by reputable members of its profession under similar circumstances. No other warranty express or implied is made or intended.

Client's Obligations: The Client shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Client shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. TACK shall be entitled to rely on the accuracy and completeness of the Client's information. The Client shall furnish consulting services not provided by Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Client shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

Consultant Services: Where TACK procures consultant services such as subsurface engineers, pollution engineers, and other similar specialists required for the Project, on behalf of Client, TACK does so as an administrative/invoicing convenience to Client and such consultants shall be considered Client's Independent Consultants. TACK makes no representation of, and does not assume responsibility or liability for, the work or services for Client's Independent Consultants. TACK shall be entitled to rely upon the accuracy of services, including reports or surveys, provided by Client's independent consultants.

Opinions of Probable Cost: TACK's opinions of probable construction cost represent its best judgment as a design professional familiar with the construction industry and are not guarantees by TACK of actual construction cost. TACK has no control over material cost, labor, methods of construction, or bid procedures. Accordingly, TACK does not warrant or represent that contractor bids will not vary from the Project budget or TACK's opinion of probable construction cost. If Client desires greater assurance of cost, Client shall engage the services of an independent construction cost estimator.

Additional Services: Changes in scope or extent of Services may be made from time to time by mutual written or oral agreement. Any Additional Services required because of such changes will be charged at TACK's customary rates in effect at that time. Unless otherwise agreed in writing, all Terms and Conditions of this contract shall apply. Changes in these Terms and Conditions can only be made by written consent of TACK.

Compensation and Payment: Client shall compensate TACK the amounts stipulated in the cover letter; however, such amounts shall be subject to adjustment for escalation if, through no fault of TACK, the Services are not completed within the time stipulated in the cover letter. TACK shall be entitled to payment for Services rendered on the basis of TACK's invoices submitted monthly. Invoices shall be due and payable within 30 days after receipt. Past due invoices shall accrue interest at the rate of one and one-half percent per month. No retention shall be withheld. TACK reserves the right to stop Services and/or withhold documents for reasons of non-payment and TACK shall not be liable for delays which may result from such stoppage. Lump-sum fee arrangement invoices shall reflect the percentage of work completed as estimated by TACK to the date indicated on the invoice. For all other fee arrangements, invoices shall indicate the fees earned on the basis of effort expended.

Ownership of Documents: Any and all documents and plans in whatever form, including electronic media (disks, tapes, telecommunications, etc.) prepared pursuant to or otherwise resulting from this Contract are instruments of professional service and shall be and at all times remain the sole property of TACK. Drawings, specifications and other documents prepared by TACK are instruments of the Service and for the Client's use solely with respect to this Project. TACK shall retain all common law, statutory, and other reserved rights, including the copyright. Upon completion of the Project or termination of this Agreement, the Client's right to use the instruments of service shall cease. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information or has permission from the copyright owner to transmit the information for its use on the Project. Client shall be entitled to retain hard copies of such documents and plans for informational use and reference in connection with Client's use and occupancy of this specific property only. Computer discs of project documents will not be released by TACK without agreement in writing stipulating the terms and restriction of usage. TACK will not be responsible for any consequence of re-use, other use, or adaptation of such documents without TACK's express written approval.

Insurance: TACK is protected by Professional Liability Insurance, Worker's Compensation Insurance, and General Liability Insurance and will furnish certificates upon request. Any additional insurance or limits or "Additional insured endorsement" shall be provided as a reimbursable expense at actual cost or TACK's scheduled charge. Client agrees to notify TACK of the existence of any Project-Specific Professional Liability Policy applicable to the project which includes TACK as an Insured by name or reference so that TACK may, in a timely and effective manner, coordinate its own insurance program. Should such a Project-Specific Professional Liability Policy be purchased by Client or Client's contractors, Client agrees to make available to TACK a certified copy of the Policy and to cooperate with TACK in obtaining data with respect to possible claims against that Policy.

Disputes: If a dispute arises out of or relates to this Contract and if said dispute cannot be settled through direct discussions, the parties hereto agree to first endeavor to settle the dispute in an amicable manner by mediation through the Construction Mediation Service. IF the parties do not resolve a dispute through mediation, the method of binding dispute resolution shall be litigation.

Asbestos/Hazardous Materials Disclaimer: Both parties acknowledge that TACK's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event TACK or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to the TACK that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of the TACK's services, TACK may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the Client retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

Compliance with Codes: TACK's design shall conform to local applicable codes in effect, and, as interpreted by building officials, at the time the design is prepared; however, TACK shall not be responsible for changes for the Project resulting from changes in local or applicable codes or changes in interpretation thereof by authorities having jurisdiction.

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

Jobsite Safety: Neither the professional activities of TACK, nor the presence of TACK or its employees and sub consultants at a construction/project site, shall impose any duty on TACK, nor relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. TACK and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite and worker safety and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the General Contractor shall defend and indemnify the Client, TACK, and TACK's sub consultants. The Client also agrees that the Client, TACK and the TACK's sub consultants shall be made additional insureds under the General Contractor's policies of general liability insurance.

Limitation of Liability: In recognition of the relative risks and benefits of the Project to both the Client and TACK, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the TACK and TACK officers, directors, partners, employees, shareholders, owners and sub consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant and Consultants officers, directors, partners, employees, shareholders, owners and sub consultants shall not exceed \$10,000, or TACK's total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. No Claims shall be made more than two years after substantial completion of the Project.

Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor TACKarchitects, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and TACKarchitects shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

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

Applicable Law: The rights and obligations of the parties under this Contract shall be interpreted in accordance with and governed in all respects by the State of Nebraska.

Termination or Cancellation: This Contract may be terminated by either party upon seven days prior written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. In the event of termination, TACK shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses, and/or the completion of such Services and records as are necessary to place TACK's files in order. In the event of bankruptcy or insolvency of Client, or if the financial condition of Client at any times does not, in the judgment of TACK, justify continuance of the work, TACK shall be entitled to cancel this Contract and receive reimbursement for its reasonable and proper cancellation charges.

END OF DOCUMENT