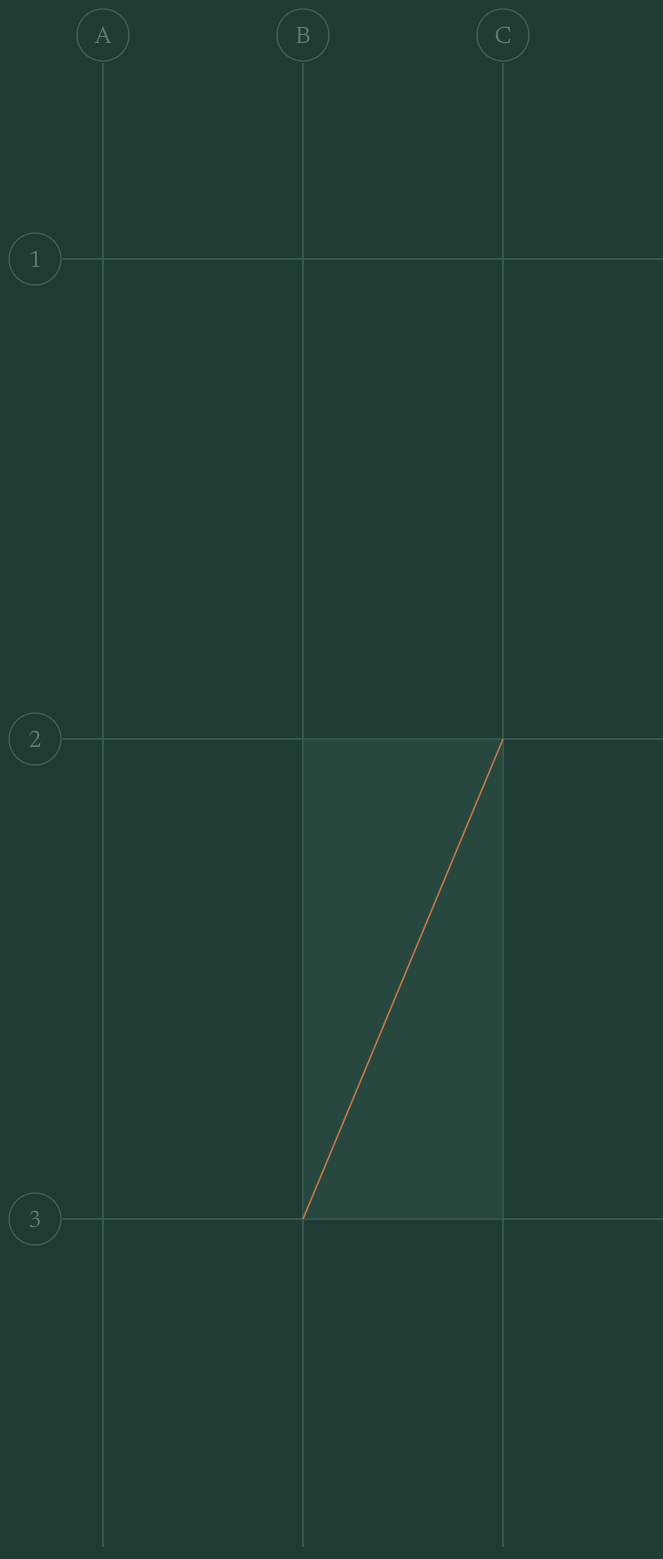
SAMPLE WORK

THORNWOOD VANCE LLP

CONSTRUCTION & INFRASTRUCTURE



RESPONSE TO REQUEST FOR PROPOSALS NO. LH-2026-014

Built to stay open.

Outside Construction Counsel

Larkhaven Forward Capital Program

PREPARED FOR

Larkhaven Health, Office of the General Counsel, and Facilities Planning & Construction

SUBMITTED

Friday, November 20, 2026

THE RESPONSE

Contents

Sections follow RFP Section 5 in order and carry its numbering in every running head, so each answer sits where the evaluation expects it.

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THE PROGRAM THIS RESPONSE ANSWERS · $840 MILLION · FIVE PROJECTS · FOUR DELIVERY METHODS



North Tower
$512M · CM at risk

Bay Campus Modernization
$112M · CM as adviser

Fox Cities
$96M · Design-build

De Pere
$78M · Design-build

Kewaunee
$42M · Design-bid-build

THE RESPONSE AT A GLANCE

61

Healthcare building projects since 2012, $4.1 billion in construction value, every one for the owner

11

People on the core team; three in Green Bay, 2.5 miles from Bay Medical Center

$651,200

2027 budget, against a $690,000 not-to-exceed excluding formal disputes

$2.61M

Program-life fee estimate, about 0.31% of the $840 million program; rates locked through December 31, 2028

46 · 0

Appendix C parties checked, and current conflicts found. No waiver requested

None

Exceptions taken to Larkhaven's Outside Counsel Guidelines. Two improved

TV

THORNWOOD
VANCE LLP

Minneapolis
Milwaukee
Green Bay
Madison
Des Moines

DATE

November 20, 2026

TO

Margaret Halloran
Senior Vice President & General Counsel
Larkhaven Health
Green Bay, Wisconsin

THROUGH

Andrea Voss
Director, Strategic Sourcing

RE

RFP No. LH-2026-014, Outside Construction Counsel, Larkhaven Forward Capital Program

Dear Ms. Halloran:

Some night in the North Tower's construction, a crew will be standing in a corridor at Bay Medical Center at two in the morning, ready to cut over a utility line where the new tunnel meets the old hospital. The barriers will be up, the fire watch posted, the shutdown notice signed. Then the floor above will need that utility for a patient who cannot wait, and the shutdown will be called off with the crew already on the clock.

That night costs someone money. Under most construction contracts, nobody can say who. Under the contracts we propose to write for Larkhaven Forward, the answer is on paper before the first shovel: who plans a shutdown, who signs off for the clinical side, how much notice each party owes, and what Larkhaven pays when the hospital cancels. We wrote that protocol for a 340-bed Minnesota hospital renovating three floors above and below its operating neonatal ICU. It governed 42 planned utility shutdowns there, and not one caused an unplanned patient relocation.

That is what we mean by *built to stay open*. For four decades, Thornwood Vance's Construction & Infrastructure group has represented the owners of buildings that could not close while they were built: power plants, airports, universities and, above all, hospitals. Since 2012 our Healthcare Construction Team has advised on 61 healthcare building projects with $4.1 billion in construction value, every one of them for the owner.

Larkhaven Forward is five projects under four delivery methods: a nine-story tower delivered by a construction manager at risk across three GMP amendments; a seven-phase modernization of an operating hospital under multiple prime contracts; two design-build ambulatory centers; and a replacement critical access hospital bid the traditional way. We read the program as a single contract architecture, written once and adapted five times, and we read its finish line the way your patients will: a building is done when the state licensing agency and the life-safety reviewers say it can take patients, not when the contractor says it is substantially complete.

We propose a core team of nine lawyers and two professionals. Hannah Kowalczyk, who drafted the manuscript A133 and A201 rider set used by six health systems, leads the program day to day. I serve as your relationship partner and will be in Green Bay every other week through North Tower construction. Three of the eleven work from our Green Bay office, 2.5 miles from Bay Medical Center. The team includes a licensed architect, Thomas Reinholt, who spent twelve years designing hospitals, and a former infection-prevention nurse, Nora Feeney, who will be on site one day a week during the North Tower tie-ins. Section 5.4 states the share of each person's time we hold in reserve for Larkhaven, and no one on the team changes without your approval.

IN THIS LETTER

42
planned shutdowns, no unplanned patient relocation

$38,500
flat monthly fee for running the program

0.31%
of the $840 million program, estimated over its life

2009
the year the group stopped acting for builders against health systems

We have priced the program so that Ms. Trinh can take it to your board. Every contract carries a fixed fee. Running the program carries a flat monthly fee of $38,500. Regulatory milestones are capped, land use is fixed, and the predictable steps of any dispute are priced in advance. Our 2027 budget is $651,200 against a not-to-exceed of $690,000. Across the life of the program we estimate $2.61 million in fees, about 0.31% of the $840 million you are investing, with program rates locked through December 31, 2028. We take no exceptions to your Outside Counsel Guidelines and improve on two of them.

One commitment sits under all of this. In 2009 our construction group adopted a rule that it does not represent contractors, design-builders or construction managers against health systems. We have kept that rule since. It is why our conflicts check against all 46 parties in Appendix C came back clear with no waiver requested, and it is why we will never sit across the table from Larkhaven on a builder's behalf.

We would welcome the chance to walk your committee through the hardest days of this program in Green Bay in December.

Sincerely,

Ruth A. Achterberg
Partner; Chair, Construction & Infrastructure
Relationship Partner for Larkhaven Health
Direct (612) 555-0137

Elise Martensen
Firm Managing Partner

THE FOUR COMMITMENTS IN THIS RESPONSE, AND THE PROOF BEHIND EACH

1
Built to stay open.
The tie-ins are planned, approved and paid for on paper first.

42 planned shutdowns around an operating NICU, no unplanned patient relocation (Matter 5).

2
One firm, every gate.
A hospital is finished when it is licensed.

Critical access designation preserved; licensure passed on the first visit (Matter 6).

3
Claims are won two years early.
In the notice clause, the 14-day answer and the daily log.

$38.4 million claimed against a health system; $4.9 million net to the CM (Matter 2).

4
A budget the CFO can take to the board.
Fixed, flat, capped and priced in advance.

$2.61 million over the program, about 0.31%; rates locked through 2028.

5.2

Executive summary

Larkhaven is about to build $840 million of hospital around patients who will not leave. Four commitments decide whether that goes well, and each one is already proven on a project like yours.

Larkhaven Forward runs from February 1, 2027 to March 31, 2031. In those fifty months Larkhaven will sign owner agreements under four delivery methods across five projects, negotiate three GMP amendments on the North Tower, keep Bay Medical Center's Level II trauma center open through a tunnel and two bridge tie-ins, host a Joint Commission survey window that opens in 2028 in the middle of construction, open two ambulatory centers in 2029 and 2030, move a critical access hospital to a new site without losing its designation, and take the North Tower through licensure to first patients in June 2030.

Every one of those events is a legal event before it is a construction event. Who bears the cost of a cancelled shutdown, whether a contingency can absorb a buyout gap, whether liquidated damages survive the mutual waiver of consequential damages, whether a relocated hospital still qualifies for cost-based reimbursement: each is decided by language written in 2027 and tested years later. Our proposal is built on four commitments, each a direct answer to how your RFP is scored.

> *A hospital program is decided in the contracts signed in its first year and tested in its last.*

1

Built to stay open.

The hardest days of Larkhaven Forward are the tie-ins, and our contracts already say who plans them, who approves them and who pays when they move.

The North Tower connects to an occupied Level II trauma center by a tunnel and two bridges. The Bay Campus Modernization is seven phases of work inside a hospital that never closes. That means ICRA Class IV barriers outside occupied units, interim life safety measures every time an exit, fire barrier or alarm is impaired, and utility shutdowns that need a clinician's signature. We write those obligations into the contract as exhibits with teeth: a risk-class matrix, daily barrier and pressure logs, a stop-work right for your infection prevention team, and a shutdown protocol that assigns the cost of a hospital-cancelled shutdown before anyone has to argue about it.

PROOF On a $58 million renovation above and below an operating NICU and surgical suite (Matter 5), our exhibits governed 42 planned utility shutdowns with no unplanned patient relocation, and The Joint Commission's triennial survey took place in October 2023, mid-construction, with no construction-related findings. On the $612 million Halvorsen Lakes replacement medical center (Matter 1), we drafted the ICRA and ILSM obligations for the tie-in to the operating hospital. The people who write these exhibits are on your core team: Thomas Reinholt, AIA, a licensed architect, and Nora Feeney, a former infection-prevention nurse based in Green Bay.

2

One firm, every gate.

A hospital is finished when it is licensed. Contract, permit, plan review, licensure and occupancy sit with one team, one budget and one matter structure.

The North Tower opens when the state licensure inspection and the CMS-recognized life-safety review are satisfied, not on the date of substantial completion. Kewaunee keeps its critical access designation only if its new site satisfies CMS's location and relocation criteria. The North Tower's cranes do not go up until the FAA has answered the Form 7460-1 notices, and the helipad needs a Form 7480-1 before it can be built. When those gates sit with separate firms, the seams are where schedule is lost. We tie the contract's definition of substantial completion, the punch-list window and liquidated damages to the licensure path, and the same team that drafts the contract shepherds the plan reviews, permits and inspections it depends on.

PROOF For Birchwick Community Hospital (Matter 6), we ran the critical access relocation analysis before the site was bought; the designation was preserved, licensure passed on the first visit, and the hospital opened on its scheduled date in October 2024. For a Milwaukee-area hospital's $310 million campus expansion (Matter 8), every land-use approval was granted at the first hearing at which it was considered, and FAA determinations were in hand six weeks before crane erection. Priya Venkataraman, a former associate general counsel of a multi-state health system, has led licensure and occupancy strategy on 14 new or replacement inpatient buildings. Gregory Lindahl, who manages our 19-lawyer Green Bay office, leads land use.

3

Claims are won two years early.

Disputes are decided by the notice clause, the time-extension response and the daily record long before anyone files. We write those clauses, run the clock, and recommend a standing dispute board for the Bay Medical Center campus so disagreements are decided on site in weeks.

> *"The claim is won or lost in the notice clause and the daily log, two years before anyone files anything."*
>
> RUTH A. ACHTERBERG

We have defended the largest claims a hospital owner faces, and the lesson of every one is the same: the record decides. So the program contracts we write for Larkhaven carry a disciplined notice-and-claim procedure, a monthly open-issues reconciliation, and a requirement that Larkhaven answer every time-extension request in writing within 14 days. Our monthly report tracks that 14-day clock for you. For the Bay Medical Center campus, where disagreements will be most frequent, we recommend that Larkhaven seat one standing dispute board covering both the North Tower and the Modernization, so a disagreement is heard on site by people who know the job while it is still a disagreement. The decision is Larkhaven's; we would draft the board article and advise on seating it.

PROOF On Halvorsen Lakes (Matter 1), 214 change orders netted 2.9% of the GMP, zero claims were arbitrated or litigated, and $6.8 million of owner contingency went back to the system's capital budget. At Prairieward Health (Matter 4), a standing dispute board heard 11 disputes totaling $8.9 million in claims; all 11 resolved for $3.0 million with zero arbitrations, and the final phase finished 23 days ahead of the revised schedule. When a claim does reach a hearing, we try it: defending a Wisconsin health system against a $38.4 million delay and acceleration claim (Matter 2), we held the construction manager to a net $4.9 million, about 13% of the amount claimed. The one item the panel awarded for constructive acceleration traced to a time-extension request the owner had left unanswered. That is why the 14-day response rule is in your contracts.

4

A legal budget the CFO can take to the board.

Fixed fees for every contract, a flat monthly fee for running the program, capped regulatory fees, fixed land-use fees and priced dispute steps. Rates locked through 2028. No exceptions to your guidelines.

Your RFP scores fees on value and predictability, not lowest price, and we have built the fee proposal to that standard. Nine contract-formation deliverables carry fixed fees totaling $300,000. Routine counsel across all five projects, from August 2027 through closeout, is a flat $38,500 a month, about 6% below the same modeled hours at program rates, with a collar that protects both sides. Regulatory milestones are capped by project and billed only as each gate is reached. Land-use work is fixed. Dispute-board referrals and mediations carry fixed prices, and any arbitration holds back 10% of fees against an early case assessment we deliver within 30 days.

Owen Thiessen, our legal project manager, delivers a one-page budget-to-actual report to you and Mr. Ekberg by the 10th business day of every month, by project and by fee arrangement, with a forecast at completion and any line forecast to run 10% over budget flagged and explained.

$651,200	$690,000	$2.61 million	Dec 31, 2028
2027 budget	2027 not-to-exceed, excluding formal disputes	Program-life fee estimate, about 0.31% of the $840 million program	Program rates and monthly fee locked

The thread under all four: owner side only, since 2009.

Our construction group does not represent contractors, design-builders or construction managers against health systems. No builder that will compete for Larkhaven Forward work is a client of the group that will advise you. We will never be across the table from Larkhaven on a builder's behalf.

How this response answers RFP LH-2026-014

AGAINST THE EVALUATION CRITERIA (RFP SECTION 6)

CRITERION	POINTS	ANSWERED	STRONGEST PROOF
Relevant healthcare construction experience	25	5.5	61 healthcare projects and $4.1 billion since 2012, owner side only; Matters 1 to 8
Proposed team: depth, continuity, availability, local presence	20	5.4, App. A	9 lawyers and 2 professionals, each with a stated share of time reserved; 3 in Green Bay, 2.5 miles from Bay Medical Center; no staffing change without the General Counsel's approval
Program approach and risk management	20	5.6	Ten program risks with the contract answer to each; first-90-days plan from February 3, 2027
Fee proposal and billing practices	20	5.8, 5.13	$651,200 2027 budget; $690,000 not-to-exceed; rates locked through 2028; no exceptions to Appendix B
Healthcare regulatory and occupied-facility fluency	10	5.7	Matter 5 (42 shutdowns, survey with no construction findings); Matter 6 (critical access preserved)
Diversity, equity and community commitment	5	5.10	5 of 9 core-team lawyers are women; 3 of 9 identify as people of color; 58 pro bono hours per lawyer in 2025

AGAINST THE SCOPE OF SERVICES (RFP SECTION 3)

RFP §	SERVICE	OUR PROOF	APPROACH	HOW IT IS PRICED (5.8)
3.1	**Contract strategy and drafting**	Matters 1, 7	5.6	A: fixed fees; B: delivery-method advice before August 2027
3.2	**GMP negotiation and amendments**	Matter 1	5.6	A: fixed fees
3.3	**Construction administration counsel**	Matters 1, 3	5.6	C: monthly program fee
3.4	**Healthcare regulatory, licensing and occupancy**	Matters 5, 6; A-1	5.7	D: capped regulatory fees
3.5	**Real estate and land use**	Matters 8, 6	5.6, 5.7	E: fixed land-use fees; C: any easement or utility agreement outside those scopes
3.6	**Risk and insurance**	Matter 3; A-2	5.6	A: program insurance exhibit; B: OCIP and builder's risk evaluation (Feb to Jul 2027); C: routine insurance and bond administration
3.7	**Claims avoidance and dispute resolution**	Matters 2, 4; A-3	5.6	A: dispute-board article and notice-and-claim procedure; C: claims under $250,000 not yet formally asserted; F: priced dispute steps
3.8	**Closeout and warranty**	Matter 1	5.6	C: monthly program fee
3.9	**Training and program governance**	Matters 1, 4	5.6, 5.8	C: monthly program fee; Playbook and training at no charge

5.3

Firm overview

Thornwood Vance is a 204-lawyer Upper Midwest firm whose Construction & Infrastructure group has represented owners, and only owners, on 61 healthcare building projects since 2012.

Who we are

Harold J. Thornwood and Eleanor M. Vance founded the firm in Minneapolis in 1958 with six lawyers. Thornwood was a trial lawyer who made his name defending grain-elevator and bridge contractors in the 1950s and 1960s. Vance was one of the first women to lead a commercial real estate practice in the Twin Cities, and she built the firm's land-use and lending work. Between them they set the two instincts the firm still runs on: know how buildings actually get built, and know the ground they stand on.

The construction group was formally organized in 1981, after the firm's owner-side work on a regional utility's coal-plant expansion. Its first hospital engagement came in 1993: owner's counsel on a Minneapolis hospital's surgical addition, built over an occupied floor. That project set the pattern for everything since. Our construction lawyers have spent four decades on projects that could not shut down while they were built: hospitals, power plants, airports, food plants and universities. In healthcare that means one thing. Patients stay in the building while the building changes around them.

Built to stay open.

In 2009 the group adopted the policy that defines it today: in healthcare, it represents owners only. It does not represent contractors, design-builders or construction managers against health systems. In 2012 it formed a dedicated Healthcare Construction Team, and the count of 61 projects and $4.1 billion in construction value begins that year.

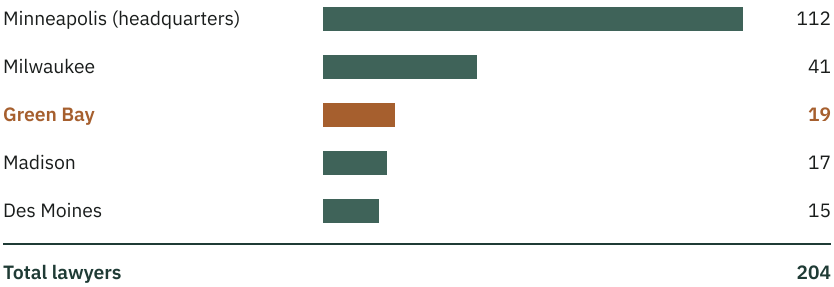
HEALTHCARE CONSTRUCTION SINCE 2012, OWNER SIDE ONLY

61 Healthcare building projects	**$4.1 billion** Construction value	**9** Ground-up hospitals or bed towers
23 Occupied-facility renovations	**18** Ambulatory or outpatient centers	**11** Central utility plants, parking and medical office buildings

HISTORY

1958	Thornwood & Vance founded in Minneapolis with 6 lawyers
1974	Renamed Thornwood Vance; 30 lawyers
1981	Construction group formally organized after owner-side work on a regional utility's coal-plant expansion
1993	First hospital engagement: a surgical addition built over an occupied floor
1997	Milwaukee office opens through combination with a 14-lawyer litigation boutique
2004	Green Bay office opens, anchored by real estate and land use
2009	**Construction group adopts its owner-side-only policy in healthcare**
2011	Madison office opens (health care regulatory and government relations)
2012	**Healthcare Construction Team formed**
2015	Des Moines office opens
2023	Construction group reaches 34 lawyers
2026	204 lawyers across five offices

Five offices, one of them down the road



Total lawyers **204**

Our Green Bay office opened in 2004 and is about **2.5 miles from Larkhaven Bay Medical Center**. It was opened to anchor our real estate and land-use work in northeastern Wisconsin, and three members of your core team work there: Gregory Lindahl, who manages the office; Nora Feeney; and Kristin Moe.

The practices a hospital program draws on, in one firm

A hospital building program is a construction matter that keeps turning into something else: a licensure question, a zoning hearing, a bond covenant, a project labor agreement. Every one of those practices sits inside Thornwood Vance, under the same conflicts system, the same billing platform and the same matter structure.

PRACTICE GROUP	LAWYERS	WHAT IT BRINGS TO LARKHAVEN FORWARD
Construction & Infrastructure	34	Contracts, GMPs, construction administration, claims, disputes, payment and lien
Litigation & Trial	38	Depth behind any arbitration or lawsuit
Corporate & Finance	31	Tax-exempt finance interface for the planned 2027 revenue bond issue
Real Estate & Land Use	26	Entitlements, easements, municipal and utility agreements across four municipalities
Health Care	22	Licensure, CMS certification, survey response, critical access designation
Labor & Employment	21	Project labor agreements, site safety, OSHA matters
Energy & Environmental	14	Central utility plant, site environmental issues
Private Client	12	
Government Relations & Public Entities	6	Municipal relationships
Total	**204**	

The Construction & Infrastructure group

Thirty-four lawyers: 14 partners, 4 of counsel and 16 associates, supported by 3 construction paralegals and a legal project manager. The group works in seven sub-practices: project delivery and contracting; claims and disputes; payment, lien and surety; dispute boards; healthcare construction; energy and infrastructure; and public procurement.

Members of the group have represented owners before standing dispute boards on 6 projects, and our chair has completed dispute-board member training through the Dispute Resolution Board Foundation.

THE TECHNICAL BENCH INSIDE THE GROUP

When a phasing plan, a schedule update or a barrier detail arrives, someone on the team can read it as the people who drew it do.

Thomas J. Reinholt, AIA	Licensed architect
Leah R. Marchetti	Former CPM scheduler
Nora C. Feeney	Former infection-prevention nurse, seconded from Health Care
Jonah Pruitt, PE	Licensed professional engineer

5.4

Proposed team

Nine lawyers and two professionals, each with a stated share of time held in reserve for Larkhaven, three of them in Green Bay. The people in this section are the people who will do the work.

How the team is organized

Ruth A. Achterberg is the relationship partner and is accountable to Ms. Halloran for the whole engagement. **Hannah M. Kowalczyk** leads the program day to day and is the first call for Mr. Ekberg and Larkhaven's program manager. Under them the team works in five workstreams that map to the RFP's scope.

CLIENT
Larkhaven Health · General Counsel



RELATIONSHIP PARTNER · 20%
Ruth A. Achterberg
Accountable for the whole engagement



DAY-TO-DAY PROGRAM LEAD · 40%
Hannah M. Kowalczyk
First call for Mr. Ekberg and the program manager

RFP 3.1 · 3.2 · 3.6 · 3.8

Contracts and GMPs



Kowalczyk
Program lead



Reinholt
Architect, of counsel



Achterberg
Strategy

RFP 3.4

Regulatory, licensure and occupied facility



Venkataraman
Health care regulatory



Feeney
Infection control



Reinholt
Life safety

RFP 3.5

Real estate, land use and FAA



Lindahl
Land use, Green Bay

RFP 3.3 · 3.7

Claims, schedule, payment and disputes



Oduya
Litigation



Marchetti
Claims and schedule



Baptiste
Payment and lien



Achterberg
Disputes

RFP 3.3 · 3.9

Program operations



Thiessen
Budgets, reporting, e-billing



Moe
Pay apps, lien waivers, notice log

11
People on the core team

3
Based in Green Bay, 2.5 miles from Bay Medical Center

5 of 9
Core-team lawyers who are women

The core team

Time reserved is the share of each person's working time held free for Larkhaven Forward; see Continuity, overleaf. Green Bay offices marked in copper.

NAME	ROLE ON LARKHAVEN FORWARD	OFFICE	RESERVED	WHY ON THIS PROGRAM
 **Ruth A. Achterberg**	Partner; Chair, Construction & Infrastructure; relationship partner	Minneapolis, in Green Bay every other week through North Tower construction	20%	Lead owner's counsel on the $612 million Halvorsen Lakes replacement medical center; first chair defending the $38.4 million claim in Matter 2; designed the Prairieward dispute board. A civil engineer and former field engineer before law school.
 **Hannah M. Kowalczyk**	Partner; day-to-day program lead	Minneapolis, on site in Green Bay weekly from February to July 2027	40%	Drafted the manuscript A133 and A201 rider set used by six health systems; led the ConsensusDocs design-build contracting on a four-site ambulatory program, the model for Fox Cities and De Pere.
 **Samuel K. Oduya**	Partner; construction litigation and arbitration	Milwaukee	5% baseline; scales up if a formal dispute arises	Eleven construction cases tried to verdict or award, including the Matter 2 arbitration; led the payment-bond and lien resolution in Matter 3.
 **Priya Venkataraman**	Partner; health care regulatory	Madison	10% rising to 20% in the North Tower licensure year (2030)	Former associate general counsel of a multi-state nonprofit health system; licensure and occupancy strategy on 14 new or replacement inpatient buildings; led the Birchwick critical access replacement.
 **Gregory T. Lindahl**	Partner; real estate and land use; Green Bay office managing partner	Green Bay	10% in 2027 and 2028 (entitlements), then 5%	Hospital campus entitlements, planned-development amendments and heliport approvals, including FAA Form 7480-1 notices (Matter 8).
 **Thomas J. Reinholt, AIA**	Of counsel; healthcare construction	Minneapolis	15%	Licensed architect with 12 years designing hospitals and 4 years as a hospital's director of facilities; writes the firm's ICRA, ILSM and PCRA exhibits and reviews phasing plans against NFPA 101.
 **Leah R. Marchetti**	Senior associate; claims and schedule	Minneapolis	25%	Former project engineer and CPM scheduler; reviews schedule updates and time-impact analyses; built the owner's delay rebuttal chronology in Matter 2.
 **André L. Baptiste**	Senior associate; payment, lien and surety	Milwaukee	15%	Designs pay-application and lien-waiver protocols; resolved 23 lien claims through a payment bond in Matter 3 with no double payment.
 **Nora C. Feeney**	Senior associate; health care regulatory and infection control	Green Bay, on site at Larkhaven one day a week during North Tower tie-ins	20%	Former infection-prevention nurse; writes ICRA risk-class matrices, barrier-monitoring obligations and ILSM documentation duties; licensure inspection checklists on Matters 5 and 6.

NAME	ROLE ON LARKHAVEN FORWARD	OFFICE	RESERVED	WHY ON THIS PROGRAM
 **Owen Thiessen, PMP**	Legal project manager	Minneapolis	10%	Owns the matter budgets, the monthly budget-to-actual report and the UTBMS coding.
 **Kristin Moe**	Senior construction paralegal	Green Bay	30%	Tracks pay applications, sworn statements and lien waivers; keeps the notice log and contract document control.

Continuity

Your Outside Counsel Guidelines require the General Counsel's approval for any change to a named core team member. We accept that without qualification. The percentages above are time held in reserve for Larkhaven Forward: the share of each person's working time we keep free for the program, with headroom for the months when it needs more. They are not a forecast of billed hours, and they are not how we price the work; our fees rest on the fixed, flat and capped arrangements in Section 5.8.

Mr. Thiessen reports the reserved time against actual hours by person every month, so you can see that the people we named are the people doing the work. Kristin Moe's 30% reflects the heaviest recurring task on the program, pay-application, sworn-statement and lien-waiver tracking across five concurrent projects, which peaks from 2028 to 2030.

THE TEAM HAS DONE THIS TOGETHER

Core-team lawyers on each representative matter in Section 5.5



The bench behind the team

These lawyers are available to the program as needed, at the program rates in Section 5.8, and are not part of the core team.

Daniel Ferro

PARTNER, CORPORATE & FINANCE · MILWAUKEE

Tax-exempt bond and borrower's counsel interface for the 2027 bond issue.

Celeste Wingard

PARTNER, LABOR & EMPLOYMENT · MINNEAPOLIS

Project labor agreements, site safety and OSHA citations.

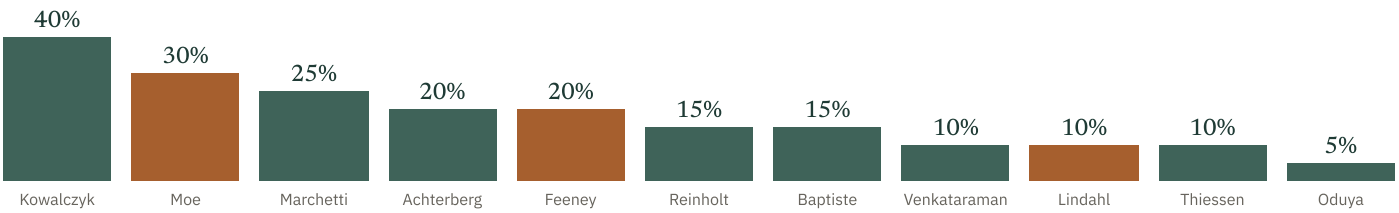
Jonah Pruitt, PE

ASSOCIATE, CONSTRUCTION & INFRASTRUCTURE · DES MOINES

Engineering-heavy defect and MEP issues.

Full one-page resumes for the nine core-team lawyers follow in Appendix A.

SHARE OF WORKING TIME HELD IN RESERVE FOR LARKHAVEN FORWARD · COPPER MARKS GREEN BAY



5.5

Relevant experience

Eight representative matters, each chosen because it proves a specific part of the scope in RFP Section 3. The map below shows which.

The eight matters below are drawn from the 61 healthcare projects our group has handled since 2012. Three clients have consented to be named and serve as the references in Section 5.12; the others are described by type, because their engagements are confidential. Dollar figures are construction value unless stated. Every outcome is reported as it happened, including the days a project ran late.

WHICH MATTER PROVES WHICH PART OF THE RFP

RFP §	SCOPE	1	2	3	4	5	6	7	8	A-1	A-2	A-3
3.1	**Contract strategy and drafting**	●						●				
3.2	**GMP negotiation and amendments**	●										
3.3	**Construction administration counsel**	●		●								
3.4	**Healthcare regulatory, licensing and occupancy**					●	●			○		
3.5	**Real estate and land use**						●		●			
3.6	**Risk and insurance**			●							○	
3.7	**Claims avoidance and dispute resolution**		●		●							○
3.8	**Closeout and warranty**	●										
3.9	**Training and program governance**	●			●							

THE MATTERS, IN ORDER

1	**Replacement regional medical center**: program counsel from contract to closeout (Halvorsen Lakes Health)	**$612 million**	2017 to 2023
2	**Defense of a $38.4 million delay and acceleration claim**, 7-story bed tower	**$214 million**	Award 2022
3	**Contractor insolvency**: 23 liens, one payment bond, no double payment	**$54 million**	2021 to 2022
4	**A standing dispute board** on an occupied campus modernization (Prairieward Health)	**$147 million**	2019 to 2024
5	**Occupied-facility renovation** around a neonatal ICU	**$58 million**	2022 to 2025
6	**Critical access hospital replacement** and licensure (Birchwick Community Hospital)	**$39 million**	2022 to 2024
7	**Design-build contracting** for a four-site ambulatory program	**$260 million**	2023 to present
8	**Campus master plan**, parking structure and heliport entitlements	**$310 million**	2020 to 2022

Solid dot: representative matter. Open dot: additional experience A-1 to A-3, described at the end of this section.

MATTER 1 · REFERENCE 1

1

Replacement regional medical center: program counsel from contract to closeout

PROVES RFP 3.1 | 3.2 | 3.3 | 3.8 | 3.9

CLIENT	Halvorsen Lakes Health, central Minnesota (named with consent; Reference 1)
PROJECT	$612 million replacement regional medical center, 286 beds, Level II trauma, built beside the operating hospital, followed by demolition of the old hospital
DATES	2017 to 2023 (substantial completion October 2021; demolition and site restoration 2023)
CONTRACTS	CM at risk on AIA A133-2009 with A201-2007, the editions current at signing, with manuscript riders; architect under B133; four GMP amendments
OUR TEAM	Achterberg (lead), Kowalczyk, Reinholt, Venkataraman, Marchetti

THE SITUATION

A Level II trauma system replacing its regional hospital beside the one still treating patients, with a CM at risk, four GMP amendments and a demolition at the end. The same shape as the North Tower.

WHAT WE DID

We structured the GMP sequence and the contingency regime, keeping the CM's construction contingency separate from the owner's contingency, each with a written use log. We wrote notice-and-claim procedures with a 21-day notice requirement and a monthly open-issues reconciliation, so disagreements surfaced while they were small. We drafted the ICRA and ILSM obligations for the tie-in to the operating hospital, tied substantial completion to the licensure inspection path, and negotiated the final closeout and global release.

214
Change orders, netting 2.9% of the GMP

0
Claims arbitrated or litigated

$6.8M
Owner contingency returned to the capital budget

41 days
Behind a 46-month baseline; 33 of them pandemic-era supply disruption, handled under the force majeure clause we wrote

A PROGRAM STRUCTURED IN AMENDMENTS



Separate CM and owner contingencies, each with a written use log; 21-day notice; monthly open-issues reconciliation; global release at closeout.

FOR LARKHAVEN

The North Tower's three GMP amendments, contingency regime and tie-in exhibits start from this contract set.

FROM CONTRACT TO CLOSEOUT

2017
Engagement; GMP sequence and contingency regime

GMPs 1 to 4
Four amendments, 214 change orders

Oct 2021
Substantial completion, tied to the licensure path

2023
Demolition, site restoration, global release

2

MATTER 2

Defense of a $38.4 million delay and acceleration claim

PROVES RFP 3.7

CLIENT	A Wisconsin regional health system (anonymized; the arbitration is confidential)
PROJECT	7-story bed tower, $214 million, built 2015 to 2019 under AIA A133-2009 and A201-2007
FORUM	Three-arbitrator panel under the AAA Construction Industry Arbitration Rules; hearing 2021; award September 2022
OUR TEAM	Achterberg (first chair), Oduya (second chair), Marchetti (schedule), with an independent forensic scheduling expert retained by the firm

$38.4M

Claimed

$4.9M

Net to the CM, about 13% of the amount claimed



Net award — Amount claimed

THE CLAIM, AND WHAT THE PANEL AWARDED

COMPONENT	CLAIMED	AWARDED
Extended general conditions (214 days of claimed compensable delay; 71 days awarded)	$9.6M	$3.2M
Unabsorbed home-office overhead, Eichleay formula	$3.1M	$0
Labor inefficiency, modified total cost method	$14.2M	$0
Constructive acceleration (one period awarded)	$4.7M	$1.4M
Six subcontractors' pass-through claims under a liquidating agreement	$6.8M	$1.5M
Total to the CM	**$38.4M**	**$6.1M**
Owner's liquidated damages (60 days at $20,000 a day)		($1.2M)
Net to the CM		**$4.9M**

OUR DEFENSE

We attacked each component on its own doctrine. A contemporaneous-period (windows) analysis of the CPM updates, consistent with AACE International Recommended Practice 29R-03, showed that most of the delay was concurrent or contractor-caused. The Eichleay claim failed because the CM was never on standby and was never prevented from taking other work. The modified total cost claim failed because the CM could not show a reasonable bid or exclude its own inefficiencies, and because it had kept cost-coded labor records that made a discrete calculation possible. The pass-through claims were tested under the Severin doctrine, which requires the prime to remain liable to its subcontractors, and narrowed to the liquidating agreement's actual terms.

THE AWARD

The panel awarded the CM $6.1 million: extended general conditions for 71 days ($3.2 million), constructive acceleration for one period ($1.4 million) and pass-through ($1.5 million). It awarded the owner $1.2 million in liquidated damages (60 days at $20,000 a day).

FOR LARKHAVEN

The one item the panel awarded for constructive acceleration came from a time-extension request the owner had not answered in time. Every Larkhaven Forward contract we write requires a written response to each time-extension request within 14 days, and our monthly report tracks the clock.

MATTER 3

3

Contractor insolvency: 23 liens, one payment bond, no double payment

PROVES RFP 3.3 | 3.6

CLIENT	A Wisconsin health system (anonymized)
PROJECT	$54 million ambulatory surgery center, 2021 to 2022
OUR TEAM	Oduya, Baptiste, Kowalczyk

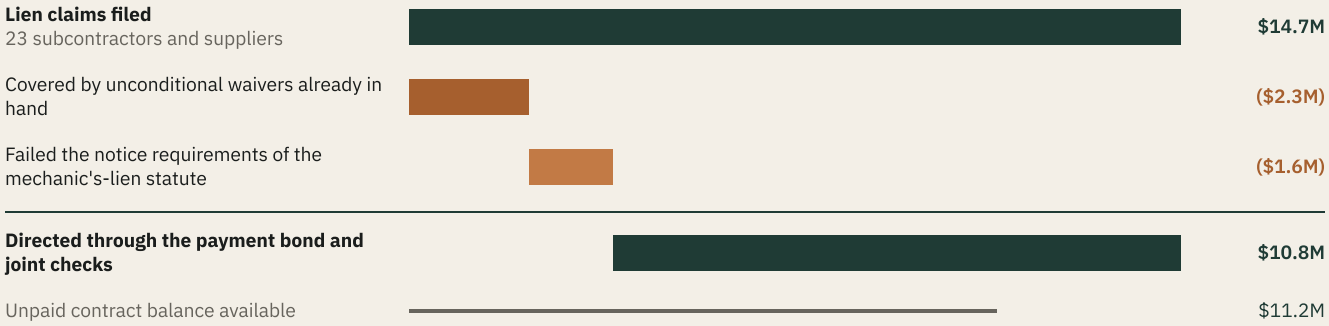
THE SITUATION

The general contractor became insolvent at 70% complete. Twenty-three subcontractors and suppliers filed lien claims totaling $14.7 million against the owner's property. The unpaid contract balance was $11.2 million.

WHAT WE DID

We declared default and tendered completion to the performance-bond surety under a negotiated takeover agreement. We audited every lien against the waiver file and sworn statements: $2.3 million was already covered by unconditional waivers in hand, and $1.6 million failed the notice requirements of the state's mechanic's-lien statute. The remaining $10.8 million was directed through the payment bond and joint checks from the contract balance.

HOW $14.7 MILLION OF LIEN CLAIMS WAS TAKEN APART



7 months

Every lien released

$0

Paid above the contract balance

9 weeks

Late against the original opening date

FOR LARKHAVEN

The waiver file and the notice audit took $2.3 million and $1.6 million of lien claims off the table before anyone argued about them. The pay-application, sworn-statement and lien-waiver protocol in Larkhaven's program supplementary conditions is built from this matter, and Kristin Moe tracks it in Green Bay every month.

MATTER 4 · REFERENCE 2

4

A standing dispute board on an occupied campus modernization

PROVES RFP 3.7 | 3.9

CLIENT	Prairieward Health, Des Moines area, Iowa (named with consent; Reference 2)
PROJECT	$147 million phased modernization of an operating hospital (surgery, emergency department, patient floors), 2019 to 2024
CONTRACTS	AIA A201-2017-based general conditions with a manuscript dispute-board article ahead of mediation and arbitration; a three-member standing board (one member chosen by each party, the chair by those two), meeting on site quarterly, with practices modeled on Dispute Resolution Board Foundation guidance
OUR TEAM	Achterberg (board design and owner advocate), Marchetti (monthly schedule-risk memo), Reinholt

THE SITUATION

A multi-year, phased modernization inside a working hospital: the profile that produces the most disagreements and the least room to let them fester.

WHAT WE DID

We designed the board, wrote the dispute-board article, advocated for the owner on every referral, and delivered a monthly schedule-risk memo so issues reached the board early.

HOW THE ELEVEN RESOLVED

Nine disputes resolved by accepting the board's recommendation; two settled at mediation. The final phase finished 23 days ahead of the revised schedule.



9 resolved on the board's recommendation

2 settled at mediation · 0 arbitrated

11
Disputes referred to the board

$8.9M
Claimed across all 11

$3.0M
Paid on all 11

0
Arbitrations

THE LADDER THE BOARD SITS ON

Negotiation
Project-level, with the monthly open-issues reconciliation

Standing board
Three members, on site quarterly; recommendation within weeks

Mediation
Where a party rejects the recommendation

Arbitration
Never reached on this project

FOR LARKHAVEN

The Bay Campus Modernization is seven phases inside an operating hospital. This is the model we would bring to it.

5

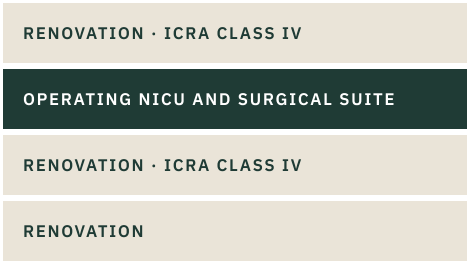
MATTER 5

Occupied-facility renovation around a neonatal ICU

PROVES RFP 3.4

CLIENT	A 340-bed hospital in Minnesota (anonymized)
PROJECT	$58 million renovation of three floors above and below an operating NICU and surgical suite, 2022 to 2025
CONTRACTS	A133-2019 and A201-2017 with our ICRA, ILSM and utility-shutdown exhibits
OUR TEAM	Reinholt, Feeney, Venkataraman, Kowalczyk

THREE FLOORS AROUND A UNIT THAT NEVER CLOSED



Schematic: work above and below the operating unit across three floors.

WHAT WE DID

We wrote ICRA risk-class obligations that put all work adjacent to the NICU in Class IV: hard barriers, negative pressure, HEPA filtration and daily pressure-differential logs, with a stop-work right for the hospital's infection prevention lead.

We wrote ILSM triggers and documentation duties keyed to The Joint Commission's life safety expectations and NFPA 101, covering impaired exits, fire barriers, and alarm and sprinkler outages with fire watch.

And we wrote a utility-shutdown protocol that required clinical sign-off and assigned the cost of a shutdown the hospital cancelled.

> *Every square foot next to the NICU was Class IV, and the hospital's infection prevention lead could stop work at the barrier.*

42

Planned utility shutdowns, none causing an unplanned patient relocation

Oct 2023

Joint Commission triennial survey, mid-construction, with no construction-related findings

0

Infection events attributed to construction by the hospital's infection prevention committee

ICRA exhibit

- Class IV beside the NICU
- Hard barriers, negative pressure, HEPA
- Daily pressure-differential logs
- Stop-work right for infection prevention

ILSM exhibit

- Impaired exits and fire barriers
- Alarm and sprinkler outages, fire watch
- Keyed to Joint Commission expectations
- Keyed to NFPA 101

Utility-shutdown protocol

- Clinical sign-off required
- Notice periods both ways
- Cost of a hospital-cancelled shutdown assigned
- 42 shutdowns governed

FOR LARKHAVEN

These are the exhibits we would adapt for the North Tower tie-ins and every phase of the Modernization, and Bay Medical Center's next survey window opens in 2028.

6

MATTER 6 · REFERENCE 3

Critical access hospital replacement and licensure

PROVES RFP 3.4 | 3.5

CLIENT	Birchwick Community Hospital, western Wisconsin (named with consent; Reference 3)
PROJECT	$39 million, 16-bed replacement critical access hospital on a new site 2.1 miles from the old building, 2022 to 2024
CONTRACTS	Design-bid-build, AIA A101-2017 and A201-2017; 9 general-contractor bids
OUR TEAM	Venkataraman (lead), Feeney, Kowalczyk, Lindahl

WHAT WE DID

Before the site was bought, we analyzed the relocation under CMS's critical access hospital location and relocation criteria. We set the state plan-review and licensure strategy, prepared the bid documents and A201 supplementary conditions, and readied the hospital for its pre-occupancy licensure inspection.

Preserved
Critical access designation

First visit
Licensure inspection passed

Oct 2024
Opened on its scheduled date

FOR LARKHAVEN

Kewaunee is the same project: a small critical access hospital, design-bid-build on A101 and A201, moving to a new site. Most of the same team will run it.

7

MATTER 7

Design-build contracting for a four-site ambulatory program

PROVES RFP 3.1

CLIENT	A multi-state nonprofit health system (anonymized)
PROJECT	Four ambulatory surgery and imaging centers, $260 million combined, 2023 to present (three open; the fourth opens in 2027)
CONTRACTS	ConsensusDocs 410 (design-build, cost of the work plus a fee with a GMP) with a manuscript amendment set; ConsensusDocs 750 flow-down requirements for key subcontracts
OUR TEAM	Kowalczyk (lead), Reinholt, Baptiste

WHAT WE DID

We built one master amendment set covering design-criteria ownership, the design-builder's standard of care, reliance on bridging documents, GMP-setting at 60% design and equipment coordination, then reused it site to site.

$41,000 → $19,000
Our fixed fee, first site's agreement to each later site's

3 of 3
Opened centers at substantial completion within the GMP

FOR LARKHAVEN

Fox Cities and De Pere follow this model, and the same economics are priced in: the De Pere agreement, adapted from the Fox Cities form, carries a fixed fee of $22,000 against $38,000 for Fox Cities.

8

MATTER 8

Campus master plan, parking structure and heliport entitlements

PROVES RFP 3.5

CLIENT	A Milwaukee-area hospital (anonymized)
PROJECT	Campus master plan for a $310 million expansion: planned-development amendment, 1,100-stall parking structure, relocated rooftop heliport and a street vacation, 2020 to 2022
OUR TEAM	Lindahl (lead), Reinholt

WHAT WE DID

We secured the planned-development amendment and conditional use; negotiated a good-neighbor agreement with the neighborhood covering construction hours, truck routes and crane lighting; and sequenced the FAA Form 7480-1 (heliport) and Form 7460-1 (tower cranes and building) filings ahead of crane erection.

First hearing

Every approval granted at the first hearing at which it was considered

6 weeks

FAA determinations in hand before crane erection

FOR LARKHAVEN

The North Tower needs the same sequence: a planned-development amendment, a conditional use, parking, a rooftop helipad, and tower cranes that cannot go up until the FAA has answered.

Additional experience

A-1

California seismic replacement tower

Owner's counsel to a faith-based multi-state system on a $228 million seismic-compliance replacement tower at its California campus, 2019 to 2023, allocating the risk of state plan-review cycles under OSHPD (renamed HCAI in 2022), defining the Inspector of Record's role, and managing amended construction documents as a change-order driver.

PROVES RFP 3.4

Achterberg, Reinholt

A-2

OCIP for a two-hospital program

Evaluation and implementation of an owner-controlled insurance program for a $400 million two-hospital program.

PROVES RFP 3.6

Kowalczyk

A-3

Spearin defense with recovery over

Owner's defense of a construction manager's Spearin-based defective-design claim, with recovery over against the architect, settled at mediation.

PROVES RFP 3.7

Oduya

THREE OF THESE CLIENTS WILL TAKE YOUR CALL · SECTION 5.12

Linnea Haugen
Halvorsen Lakes Health · Matter 1

Victor Alvarado
Prairieward Health · Matter 4

Jean Rydell
Birchwick Community Hospital · Matter 6

5.6

Program approach and risk management

We read Larkhaven Forward as one contract architecture adapted five times, with ten risks we can already name. Here is what we would write about each, and when.

Our point of view

Five projects, four delivery methods, three GMP amendments, two design-build centers and one critical access relocation, all inside fifty months and one regional labor market. A program like this is not lost on any single bad day. It is lost in the seams: between GMP packages, between projects competing for the same trades, between the contract's idea of “complete” and the licensing agency's, between a time-extension request and the answer nobody sent. Four principles govern how we would run it.

5	projects
4	delivery methods
3	GMP amendments
2	design-build centers
1	critical access relocation

1

Write the program once, then adapt it five times.

By March 31, 2027 we deliver Larkhaven's program supplementary conditions and standard forms: the A201 and A232 riders, one ICRA, ILSM and PCRA exhibit, one pay-application, sworn-statement and lien-waiver protocol, one notice-and-claim procedure and one insurance exhibit. Every project agreement after that, from the North Tower CMAR agreement to the Kewaunee bid package, carries the same rules in the form its delivery method needs. Your project managers learn one system, not five.

2

Licensure is the finish line.

The North Tower reaches substantial completion on March 31, 2030 and takes its first patients after the licensure survey in June 2030. Those three months are where a contract either protects the owner or leaves it holding a finished building it cannot use. We define substantial completion, the punch-list window and liquidated damages around the licensure path, not around the architect's certificate alone.

3

Every request for time gets an answer in 14 days.

The record decides claims. Our contracts require a written response to every time-extension request within 14 days, and our monthly report shows you each open request and how many days remain on its clock. It is the cheapest claims protection in this proposal.

4

Price what can be priced; allocate the rest on purpose.

Escalation, labor availability, owner-furnished equipment and late approvals will each cost money somewhere on this program. The question is whether the contracts decide who carries it before the bids, or a panel decides it after. We write those allocations deliberately, project by project, and record the reasoning in the program risk register.

Ten program risks, and the contract answer to each

#	RISK	WHY IT MATTERS TO LARKHAVEN	WHAT WE WRITE	WHEN
1	**The seam between the old hospital and the new tower**	Tunnel and bridge tie-ins at an occupied Level II trauma center: ICRA Class IV work, ILSM triggers each time an exit, fire barrier or alarm is impaired, utility shutdowns that need clinical sign-off	A shutdown protocol that says who plans, who approves and who pays when the hospital cancels; ICRA and ILSM exhibits with daily logs and a stop-work right for infection prevention (Matter 5)	Program supplementary conditions, Mar 31, 2027; North Tower CMAR agreement, May to Jul 2027
2	**Three GMPs, three chances for scope to fall through**	Scope gaps between GMP 1, 2 and 3; whether CM contingency covers buyout gaps; how allowances reconcile; how shared savings split	A defined scope boundary and qualifications review at each amendment; separate CM and owner contingencies with written use logs; allowance reconciliation rules; a stated shared-savings split (Matter 1)	GMP 1, Jul 2027; GMP 2, Jan 2028; GMP 3, Jun 2028
3	**The Joint Commission survey lands mid-construction**	Bay Medical Center's triennial survey window opens in 2028, during North Tower and Modernization work	Survey readiness as a CM obligation: ILSM documentation, barrier inspections and PCRA records kept to survey standard and producible on demand (Matter 5)	North Tower CMAR agreement and Modernization CMa package, 2027
4	**Licensure and phased occupancy drive the finish line**	The tower opens when the state licensure inspection and CMS-recognized life-safety review are satisfied, not at substantial completion	Substantial completion, punch-list window and liquidated damages tied to the licensure path (Matters 1, 6)	North Tower CMAR agreement, 2027; licensure year 2030
5	**Owner-furnished medical equipment**	2 MRI, 2 CT, hybrid OR imaging and boom systems are owner-furnished and contractor-installed	Coordination duties, site-preparation obligations tied to the vendor's final drawings, and a stated allocation of delay when equipment ships late	Owner-furnished equipment agreements and CM agreements, 2027 to 2028
6	**Liquidated damages that hold up**	LDs must match Larkhaven's forecastable loss and survive the A201's mutual waiver of consequential damages	LDs calibrated to the lost operating margin of the new beds and the extended cost of running the Deaconess Wing; a carve-out so the waiver does not swallow the LDs	Contract-strategy memo, Feb 26, 2027
7	**Five projects, one regional labor market**	From 2028 to 2030 the projects overlap and compete for the same trades	Escalation clauses and labor-availability risk allocated deliberately by project; coordination with labor counsel on any project labor agreement	Program risk register, Feb 26, 2027; each agreement thereafter
8	**Kewaunee's critical access status**	A replacement on a new site must stay within CMS's relocation criteria, or Larkhaven loses cost-based reimbursement for its smallest hospital	A relocation analysis under CMS's critical access hospital location and relocation criteria, confirmed before the bid package and plan-review submission (Matter 6)	Ahead of the Kewaunee bid package, Oct 2028
9	**Cranes, a helipad and the airspace**	Tower cranes need FAA determinations before erection; the helipad needs its own notice; an unplanned determination delays structure	FAA Form 7460-1 filings for cranes and the tower and Form 7480-1 for the heliport, sequenced well ahead of erection (Matter 8)	Form 7460-1 filings, Apr 2027, at least 45 days before erection
10	**Payment and lien hygiene across hundreds of subcontractors**	Wisconsin is a lien state for private projects; double payment is a real exposure	Conditional and unconditional waivers, sworn statements and joint-check protocols, tracked monthly (Matter 3)	Program supplementary conditions, Mar 31, 2027

The first 90 days: February 1 to May 1, 2027

February 3 (WEDNESDAY) — Kickoff in Green Bay with Ms. Halloran, Mr. Ekberg and Larkhaven's program manager. Matter numbers, e-billing and budgets live.

February 26 (FRIDAY) — **Program risk register and contract-strategy memo:** delivery methods validated, liquidated-damages calibration method, consequential-damages carve-outs, GMP packaging and the contingency regime.

March 31 (WEDNESDAY) — **Program supplementary conditions and standard forms** delivered (fixed fee, $46,000).

April (2027) — B133 owner-architect agreement finalized; first training session, “Notice, Time and Money”; FAA Form 7460-1 filings for the North Tower cranes, at least 45 days before erection.

April 30 (FRIDAY) — North Tower A133 and A201 draft to the selected CM; land-use applications filed for the North Tower.

By May 1, 2027 — Every rule that governs the North Tower's construction start on August 2, 2027 is drafted, and the people who will administer it have been trained on it.

Risk and insurance

RFP 3.6

Five projects running concurrently change the insurance question. We will evaluate builder's risk structure, professional liability requirements for the design teams, performance and payment bonds for each delivery method, and the indemnity chain from owner to trade, and we will advise whether an owner-controlled insurance program fits Larkhaven Forward. Hannah Kowalczyk led the OCIP evaluation and implementation for a $400 million two-hospital program (A-2).

The work falls in three parts, each priced in Section 5.8. The program insurance exhibit, delivered March 31, 2027, sets the insurance and bond requirements every agreement carries (arrangement A). The OCIP evaluation and builder's risk structuring run from February to July 2027 and are billed within pre-construction counseling (arrangement B), because the decision has to be made before the North Tower CMAR draft goes to the CM on April 30, 2027: whether Larkhaven insures the site itself changes what the CM prices. From August 2027, routine insurance and bond administration (certificate and enrollment compliance, builder's risk loss notices, surety consents and bond riders) sits inside the monthly program fee (arrangement C). A disputed coverage or surety claim moves to arrangement F.

A	B	C	F
Program insurance exhibit	**OCIP and builder's risk**	**Routine administration**	**Disputed coverage or surety claim**
Delivered Mar 31, 2027; fixed fee	Feb to Jul 2027; within pre-construction counseling	From Aug 2027; inside the monthly fee	Priced dispute steps

Claims avoidance and dispute resolution

RFP 3.7

We recommend that Larkhaven seat one standing dispute board for the Bay Medical Center campus, covering the North Tower CMAR agreement and the Bay Campus Modernization's trade contracts. Both projects share one occupied site, overlapping tie-ins and the same clinical constraints, so one board that knows the campus serves both. No board exists in the program today; Larkhaven decides, and we draft. The model is Prairieward (Matter 4): three members, one chosen by each party and the chair by those two, meeting on site quarterly, with practices modeled on Dispute Resolution Board Foundation guidance.

The board article sits in the A201 Article 15 ladder ahead of mediation and arbitration, and in the A232 rider for the Modernization's trade contracts. Board members' fees are a project cost, customarily shared equally by owner and contractor; they are not legal fees and appear in none of our figures. For Fox Cities, De Pere and Kewaunee we do not recommend a board, because their size and duration do not justify one; their ladder is step negotiation, mediation, then arbitration or litigation. Below the board, the notice-and-claim procedure and the 14-day time-extension response keep the record clean. Above it, Samuel Oduya and Ruth Achterberg have taken claims to award. The priced dispute steps are in Section 5.8, arrangement F.

TWO LADDERS, BY CAMPUS

Bay Medical Center campus

- Notice-and-claim procedure · 14-day answer
- **Standing dispute board**
- Mediation
- Arbitration

Fox Cities, De Pere, Kewaunee

- Step negotiation
- Mediation
- Arbitration or litigation

Closeout and warranty

RFP 3.8

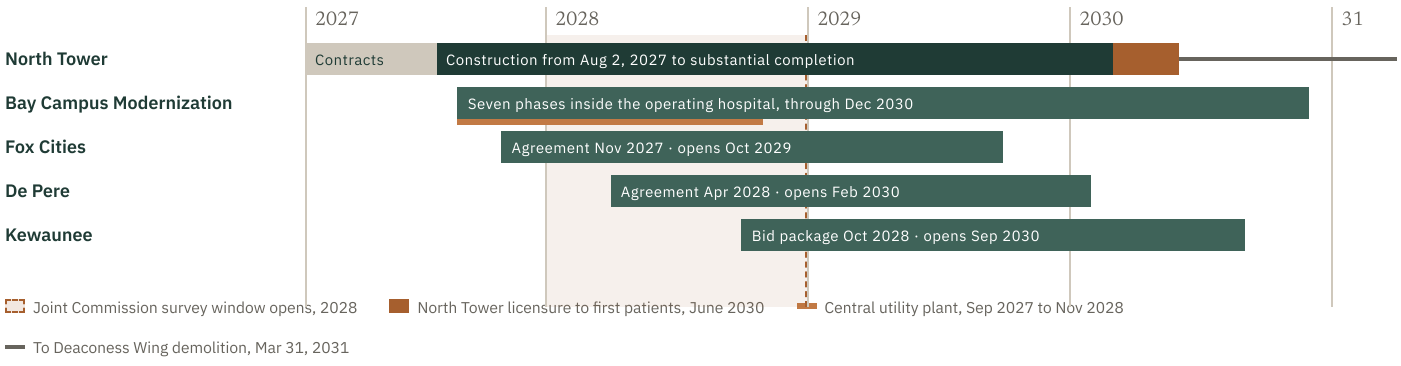
The program ends with the Deaconess Wing demolished on March 31, 2031. Before then, each project needs final completion, release and final payment, warranty enforcement and a latent-defect strategy that outlives the contractor's presence on site. On Halvorsen Lakes we negotiated the final closeout and global release (Matter 1); we would do the same project by project here, so that no release is signed while a warranty or lien issue is still open.

Governance and reporting

RFP 3.9

MONTHLY	One OAC meeting in person; a one-page budget-to-actual report with detail to Ms. Halloran and Mr. Ekberg by the 10th business day, including the open-issues log (notices, time-extension requests and their 14-day clocks, claims over $250,000, lien filings) and a status line for every regulatory milestone.
QUARTERLY	A program risk dashboard to the General Counsel.
ANNUALLY	A billing review meeting with the Chief Financial Officer.
BY JUN 30, 2027	The Larkhaven Forward Contract Playbook, every program form with plain-English commentary for project managers, in a binder and a searchable PDF.
TWICE A YEAR	Training for Larkhaven project managers and facilities leaders: “Notice, Time and Money” and “Infection Control and Life Safety in the Contract.”
ALWAYS ON	A secure program extranet holding executed contracts, notices and the open-issues log.

THE PROGRAM CALENDAR THE CONTRACTS ARE WRITTEN AROUND · FEBRUARY 2027 TO MARCH 2031



5.7

Healthcare regulatory and occupied-facility approach

Patients stay in the building while the building changes around them. The contract has to know that, and so do the lawyers who write it.



AN ICRA BARRIER AT A NIGHT TIE-IN · ILLUSTRATIVE

The frame that governs Larkhaven Forward

Larkhaven builds in Wisconsin, under a layered regime. We write each layer into the contracts where it bites.

LAYER	WHAT GOVERNS	WHERE IT BITES IN LARKHAVEN FORWARD
State	The state's commercial-building plan review; the state hospital licensing agency's review of hospital construction and its pre-occupancy licensure inspection	Every inpatient project; the North Tower's first patients in June 2030; Kewaunee's opening in September 2030
Federal	CMS Conditions of Participation, which incorporate the 2012 editions of NFPA 101 (Life Safety Code) and NFPA 99 (Health Care Facilities Code); CMS's life-safety survey function	Every phase that impairs egress, fire barriers or alarm systems in an occupied building
Accreditation	The Joint Commission's Life Safety and Environment of Care standards, with ILSM and Pre-Construction Risk Assessment expectations	The 2028 triennial survey window at Bay Medical Center
Design guidance	The FGI Guidelines, as adopted by the authority having jurisdiction	Room sizes, ICU and OR design, ambulatory centers
Construction safety	NFPA 241, safeguarding construction, alteration and demolition operations	The tie-ins, the seven Modernization phases, the Deaconess Wing demolition
Local	Zoning, site plan, conditional use and building permits in Green Bay, Appleton and Grand Chute, De Pere and Kewaunee	All five projects
Airspace	FAA Form 7460-1 (notice of proposed construction or alteration) and Form 7480-1 (notice of landing area proposal)	North Tower cranes, the tower itself and its rooftop helipad
Critical access	CMS's critical access hospital location and relocation criteria	The Kewaunee replacement on a new site 1.4 miles from the current building

Infection control and life safety, written into the contract

An ICRA is only as good as the contract that makes someone responsible for it. On Larkhaven Forward we would:

1. set an **ICRA risk-class matrix** by area and activity, with Class IV requirements for work adjacent to occupied patient areas: hard barriers, negative pressure, HEPA filtration and daily pressure-differential logs;
2. give **Larkhaven's infection prevention team a stop-work right**, so Carla Wendt's department can halt work at a barrier without waiting for a change order;
3. make the **PCRA** a contract deliverable before each phase, not a meeting note;
4. define **ILSM triggers and documentation duties** for every impaired exit, fire barrier, alarm or sprinkler outage, with fire watch, kept to the standard The Joint Commission and CMS life-safety surveyors expect;
5. write a **utility-shutdown protocol** that requires clinical sign-off, sets notice periods both ways, and assigns the cost when the hospital cancels a planned shutdown.

That is the contract set that carried the Minnesota NICU renovation in Matter 5 through 42 planned shutdowns and a mid-construction Joint Commission survey with no construction-related findings.

> *An ICRA is only as good as the contract that makes someone responsible for it.*

38 → 56

Emergency department treatment spaces at Bay Campus Modernization

7

Phases inside an operating hospital, through December 2030

Phased occupancy at Bay Campus Modernization

The Modernization grows the emergency department from 38 to 56 treatment spaces, builds a new central utility plant from September 2027 to November 2028, and replaces two MRI and two CT units, in seven phases inside an operating hospital through December 2030. Each phase hands space back to clinical use. We write each turnover as a defined event: the life-safety and licensure sign-offs it requires, the punch-list items that may and may not remain open, and who owns the space, and the risk, on the day patients return to it.

Licensure drives the finish line

The North Tower's 220 private beds earn nothing until the state licensure inspection and the life-safety review are satisfied. Between substantial completion on March 31, 2030 and first patients in June 2030, the contract must make the CM responsible for licensure readiness: correction of inspection findings, documentation the licensing agency requires, and a punch-list window that does not run past the inspection. Liquidated damages are tied to that path. Priya Venkataraman has led licensure and occupancy strategy on 14 new or replacement inpatient buildings, and her time on this program rises from 10% to 20% in 2030 for exactly this reason.

THE NORTH TOWER'S LAST THREE MONTHS

Construction, August 2, 2027 to substantial completion, March 31, 2030

Licensure readiness to first patients, June 2030

The 2028 Joint Commission survey

Bay Medical Center's triennial survey window opens in 2028, when the North Tower's structure and enclosure and the Modernization's first phases will both be under way. We write survey readiness into the CM's obligations now: ILSM records, barrier inspection logs and PCRA documentation kept current and producible on demand, so the survey team sees a construction program that is documented, not explained.

Kewaunee: keeping the designation

Kewaunee Hospital is a critical access hospital with 18 inpatient beds in a 1958 building, and its replacement moves to a new site 1.4 miles away. Its 18 beds sit within the 25-bed critical access limit; the question is the site. We would confirm the relocation against CMS's critical access hospital location and relocation criteria before the bid package goes out in October 2028, and carry that analysis through plan review to the pre-occupancy inspection. Our team did exactly this for Birchwick Community Hospital (Matter 6): designation preserved, licensure passed on the first visit, opened on schedule.

Birchwick, done (Matter 6)

Beds	16, critical access
New site	2.1 miles from the old building
Delivery	Design-bid-build, A101-2017 / A201-2017
Outcome	**Designation preserved; opened October 2024**

Kewaunee, next

Beds	18, critical access
New site	1.4 miles from the current building
Delivery	Design-bid-build, A101-2017 / A201-2017
Opens	**September 2030**

The people who make this credible



Thomas J. Reinholt, AIA

Spent twelve years as a healthcare architect and four as a hospital's director of facilities before law school. He reads a phasing plan against NFPA 101 egress and fire-barrier requirements and writes the firm's ICRA, ILSM and PCRA exhibits.



Nora C. Feeney

Was an infection-prevention nurse at a regional hospital from 2013 to 2017. She writes the ICRA risk-class matrices and barrier-monitoring duties, and she will be on site at Larkhaven one day a week during the North Tower tie-ins, from our Green Bay office.



Priya Venkataraman

Spent six years as associate general counsel of a multi-state nonprofit health system handling licensure, survey response and CMS certification.

BEYOND WISCONSIN'S REGIME

In California, we represented a faith-based multi-state system on a $228 million seismic-compliance replacement tower, allocating the risk of state plan-review cycles under OSHPD (renamed HCAI in 2022) and defining the Inspector of Record's role (A-1). Larkhaven's regime is different; the discipline of writing regulatory risk into the contract is the same.

5.8

Fee proposal

A legal budget the CFO can take to the board. Every kind of work on Larkhaven Forward has a price that is fixed, flat, capped or budgeted in advance, and every month you see where it stands.

About 12%
Discount from 2027 standard rates (11.5% to 12.7% by person)

Dec 31, 2028
Program rates and monthly fee locked

$651,200
2027 budget; $690,000 not-to-exceed, excluding formal disputes

$2.61 million
Program-life fee estimate, about 0.31% of the $840 million program

RFP Section 6 scores fees on value and predictability, not lowest price. We designed this proposal around a CFO's two questions: what will legal cost this year, and what is the most it can cost over the program? Five fee arrangements answer the first. A rate lock and a hard escalation cap answer the second.

Rate card (2027)

Program rates apply to all Larkhaven Forward work and are locked through December 31, 2028.

NAME	ROLE	OFFICE	STANDARD 2027	PROGRAM RATE	DISCOUNT
Ruth A. Achterberg	Partner, Chair; relationship partner	Minneapolis	$695	**$610**	12.2%
Samuel K. Oduya	Partner, litigation and arbitration	Milwaukee	$650	**$575**	11.5%
Priya Venkataraman	Partner, health care regulatory	Madison	$640	**$565**	11.7%
Gregory T. Lindahl	Partner, real estate and land use	Green Bay	$595	**$525**	11.8%
Hannah M. Kowalczyk	Partner, project delivery; day-to-day lead	Minneapolis	$575	**$505**	12.2%
Thomas J. Reinholt, AIA	Of counsel, healthcare construction	Minneapolis	$520	**$460**	11.5%
Leah R. Marchetti	Senior associate, claims and schedule	Minneapolis	$415	**$365**	12.0%
André L. Baptiste	Senior associate, payment, lien and surety	Milwaukee	$415	**$365**	12.0%
Nora C. Feeney	Senior associate, regulatory and infection control	Green Bay	$415	**$365**	12.0%
Owen Thiessen, PMP	Legal project manager	Minneapolis	$275	**$240**	12.7%
Kristin Moe	Senior construction paralegal	Green Bay	$245	**$215**	12.2%
Extended bench partners (Ferro, Wingard)			$560 to $610	**$495 to $535**	11.6% to 12.3%
Other associates			$320 to $400	**$280 to $350**	12.5%

SIX KINDS OF WORK, SIX PRICES SET IN ADVANCE · DETAILED OVERLEAF

A
Contract formation
Fixed fees
$300,000

B
Pre-construction
Hourly, not to exceed
$60,000

C
Running the program
Flat monthly fee
$38,500 a month

D
Regulatory and licensing
Capped by project
$353,000

E
Land use
Fixed fees
$151,000

F
Disputes
Priced steps; 10% holdback
$24,000 · $36,000

Blended rates, modeled at program rates

PROGRAM COUNSELING TEAM

$435.85 an hour

A modeled month of 94 hours, total $40,970



Achterberg	10 hours	$6,100
Kowalczyk	24	$12,120
Venkataraman	8	$4,520
Reinholt	10	$4,600
Senior associates, combined	30	$10,950
Thiessen	4	$960
Moe	8	$1,720
Total	**94**	**$40,970**

DISPUTES TEAM

$392.25 an hour

A modeled month of 138 hours, total $54,130



Oduya	30 hours	$17,250
Achterberg	8	$4,880
Marchetti	50	$18,250
Baptiste	20	$7,300
Moe	30	$6,450
Total	**138**	**$54,130**

Lower than the counseling blend by design: the hours on a dispute go where the record work is, to the people who build chronologies and track payment, under partner direction.

Five arrangements, one budget

Fixed and capped fees are invoiced only when the deliverable is complete or the gate is reached; Larkhaven never pays for a draft.

A

Fixed fees for contract formation RFP 3.1, 3.2

Every contract the program needs has a price before we draft it.

DELIVERABLE	TARGET DATE	FIXED FEE
Program supplementary conditions and standard forms (A201 and A232 riders; ICRA, ILSM and PCRA exhibit; pay-application, sworn-statement and lien-waiver protocol; notice-and-claim procedure; insurance exhibit)	Mar 31, 2027	$46,000
North Tower owner-architect agreement (B133-2019)	Apr 2027	$42,000
North Tower CMAR agreement (A133-2019 with A201-2017 riders) and GMP 1 amendment	May to Jul 2027	$68,000
Bay Campus Modernization CMa package (C132-2019, A132-2019 trade-contract template, A232-2019)	Jun 2027	$34,000
Fox Cities design-build agreement (ConsensusDocs 410 with amendments)	Nov 2027	$38,000
North Tower GMP 2 amendment	Jan 2028	$14,000
De Pere design-build agreement (adapted from the Fox Cities form)	Apr 2028	$22,000
North Tower GMP 3 amendment	Jun 2028	$14,000
Kewaunee bid package (A101-2017 and A201-2017 supplementary conditions)	Oct 2028	$22,000
Total		**$300,000**

Note the De Pere fee. Because it adapts the Fox Cities form, it costs $22,000 against $38,000, the same reuse economics we delivered on a four-site ambulatory program (Matter 7).

B Pre-construction counseling, February 1 to July 31, 2027

Hourly at program rates, **not to exceed $60,000.** This covers the advice that does not belong to a single contract: the kickoff, the program risk register and contract-strategy memo, the delivery-method validation, and the **OCIP evaluation and builder's risk structuring**. The insurance decision must be made before the North Tower CMAR draft goes out on April 30, 2027, because it changes what the CM prices.

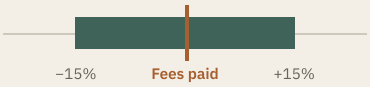
C Monthly program counsel fee RFP 3.3, 3.8, 3.9

$38,500 a month, August 1, 2027 to March 31, 2031: 44 months, $1,694,000 at the locked rate.

The monthly fee covers routine counsel across all five projects: change orders and construction change directives, notices, pay-application and lien-waiver review, schedule questions, one OAC meeting a month in person, **routine insurance and bond administration** (certificate and enrollment compliance, builder's risk loss notices, surety consents and bond riders), closeout and warranty, training, and the quarterly program report. It excludes any claim over $250,000 once formally asserted, all disputes (arrangement F), regulatory milestones (D), land use (E) and bond financing.

Against the modeled 94 hours a month, the fee equals **$409.57 an hour**, about **6% below** the $40,970 those hours would cost at program rates.

THE COLLAR



We record and report every hour behind the monthly fee. If a rolling quarter's hours, valued at program rates, fall outside 15% above or below the fees paid, either party may reopen the monthly fee for the next quarter. There is no retroactive true-up in either direction.

D Capped regulatory and licensing fees RFP 3.4

PROJECT	CAP
North Tower	$145,000
Bay Campus Modernization	$88,000
Fox Cities Ambulatory Center	$36,000
De Pere Ambulatory Center	$36,000
Kewaunee Replacement Hospital (including the critical access relocation analysis)	$48,000
Total	**$353,000**

Billed in three installments as each gate is reached.

30% at plan-review submission

40% at approval or permit

30% at licensure inspection or occupancy

E Fixed land-use fees RFP 3.5

PROJECT	SCOPE	FIXED FEE
North Tower	Planned-development amendment, conditional use, parking, FAA Forms 7460-1 and 7480-1	$64,000
Fox Cities	Site plan, conditional use, access and utility agreements	$28,000
De Pere	Site plan, rezoning, development agreement	$28,000
Kewaunee	Annexation, rezoning, site plan	$31,000
Total		**$151,000**

F

Disputes RFP 3.7

Hourly at program rates with a written budget by UTBMS phase, plus fixed prices for the steps that are predictable:

$24,000
Dispute board referral, fixed per referral (position paper, hearing, post-hearing)

$36,000
Mediation, fixed per mediation (statement, preparation, one-day session)

10% held back
Arbitration or litigation: hourly against a phase-by-phase not-to-exceed, set at an early case assessment we deliver within 30 days; 10% of fees paid only if the result meets or beats its target

Rate lock and escalation

- Program rates and the monthly fee are **locked through December 31, 2028.**
- From January 1, 2029, one increase a year, on 90 days' notice, **capped at 3%**, applied to program rates and the monthly fee alike.
- Fixed and capped fees (arrangements A, D and E) never escalate.

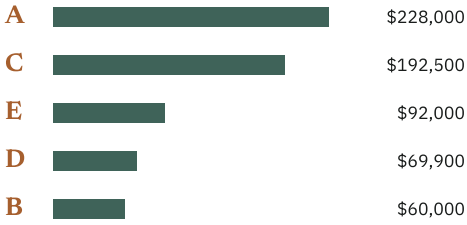
YEAR	MAXIMUM MONTHLY FEE
2027 and 2028	$38,500.00
2029	$39,655.00
2030	$40,844.65
2031	$42,069.99

The most escalation can add over the whole term is **$52,705.77.**

The 2027 budget

LINE	AMOUNT
Fixed contract-formation fees due in 2027	$228,000
Pre-construction counseling (cap)	$60,000
Monthly fee, August to December (5 × $38,500)	$192,500
Regulatory milestones (North Tower $43,500; Modernization $26,400)	$69,900
Land use (North Tower $64,000; Fox Cities $28,000)	$92,000
Fees	**$642,400**
Expenses at cost, no markup (11 months × $800)	$8,800
2027 budget	**$651,200**
2027 not-to-exceed, excluding formal disputes	**$690,000**

2027 FEES BY ARRANGEMENT



Fees	**$642,400**

Headroom between the budget and the not-to-exceed: $38,800.

The program-life estimate

Fees by year, excluding disputes, with the monthly fee at the maximum 3% escalation every year it is allowed.

YEAR	FIXED (A)	PRE-CONSTR. (B)	MONTHLY (C)	REGULATORY (D)	LAND USE (E)	FEES	EXPENSES
2027	$228,000	$60,000	$192,500.00	$69,900	$92,000	**$642,400.00**	$8,800
2028	$72,000		$462,000.00	$158,000	$59,000	**$751,000.00**	$9,600
2029			$475,860.00	$30,000		**$505,860.00**	$9,600
2030			$490,135.80	$95,100		**$585,235.80**	$9,600
2031 (Jan to Mar)			$126,209.97			**$126,209.97**	$2,400
Total	**$300,000**	**$60,000**	**$1,746,705.77**	**$353,000**	**$151,000**	**$2,610,705.77**	**$40,000**

$2.61 million in fees over the program, about 0.31% of the $840 million program, and $2.66 million not-to-exceed with expenses. If Larkhaven's rates stayed at the locked level for the whole term, fees would be $2,558,000.

> *About 0.31% of the program, and a fixed, flat or capped price on every kind of work we can foresee.*

Monthly budget-to-actual reporting

Owen Thiessen, our legal project manager, delivers a one-page report with detail to Ms. Halloran and Mr. Ekberg by the **10th business day of each month**:

- fees and hours for the month and to date, **by project and by arrangement (A to F)**, against budget;
- the hours behind the monthly fee, valued at program rates, so the collar test is visible every month;
- a **forecast at completion** for each project, with any line forecast to exceed budget by 10% flagged and explained, matching Appendix B's variance rule;
- the open-issues log: notices received, time-extension requests and their 14-day response clocks, claims over $250,000, lien filings;
- a one-line status for every regulatory milestone.

Each quarter, a program risk dashboard goes to the General Counsel. Each year, we sit down with the Chief Financial Officer for a billing review.

E-billing and matter structure

- Invoices in **LEDES 1998B** through Larkhaven's e-billing platform, within 30 days of month end; time in 0.1-hour increments; no block billing.
- Every entry carries **UTBMS** codes, including time on fixed-fee and monthly-fee matters, reported at no charge so Larkhaven sees the work behind every flat price.
- Counseling matters use the UTBMS project task codes: P100 project administration, P300 structure, strategy and analysis, P400 initial document preparation, P500 negotiation and revision, P600 completion and closing, P700 post-completion. Disputes use the litigation task codes L100 through L500, with dispute-board and mediation work under L160 (settlement and non-binding ADR). Activities are coded A101 to A111; expenses carry E-codes. Code labels will be confirmed against Larkhaven's platform at kickoff.
- Expenses at cost with no markup. No charge for copying, research databases or word processing. **No travel time billed for core team members.**

CLIENT NUMBER 48210 · MATTERS

-001 Program-wide
-002 North Tower
-003 Bay Campus Mod.
-004 Fox Cities
-005 De Pere
-006 Kewaunee
-007 Land use
-008 Regulatory
-100 series: disputes

WHAT LARKHAVEN RECEIVES AT NO CHARGE

- **The Larkhaven Forward Contract Playbook**, every program form with plain-English commentary, binder and searchable PDF, by June 30, 2027
- **Two training sessions a year**: "Notice, Time and Money" and "Infection Control and Life Safety in the Contract"
- **Nora Feeney on site one day a week** during North Tower tie-in work, travel at no charge
- **A secure program extranet** for executed contracts, notices and the open-issues log

5.9

Conflicts of interest

No conflicts. No waiver requested. And a structural reason there will not be one.

46
Appendix C parties checked, all five offices

0
Current conflicts

0
Waivers requested, current or advance

The check

Robert Hagstrom, the firm's General Counsel, checked all 46 parties listed in RFP Appendix C across all five of our offices, completing the review on November 2, 2026. The parties include Larkhaven and its affiliates (among them Larkhaven Health Foundation), the North Tower architect of record, Larkhaven's program manager, the three shortlisted CM-at-risk firms, the two prequalified design-builders, the major medical equipment vendors, the bond underwriter and the four municipalities.

Two disclosures, made for completeness

1. **A former client.** One of the three shortlisted CM-at-risk firms was a client of our Des Moines office on a 2019 office-lease matter, closed in 2020 and unrelated to construction. Under the former-client rule (ABA Model Rule 1.9, as adopted in Wisconsin and Minnesota), no consent is required. We disclose it anyway.

2. **A current client in another practice.** A medical-equipment vendor listed in Appendix C is a current client of our Labor & Employment group on unrelated employment matters. We will not act for that vendor in any matter involving Larkhaven, and an ethical screen separates the two teams. If a dispute between Larkhaven and that vendor arises, we will raise it with Ms. Halloran before acting.

The structural advantage.

Since 2009 our construction group has represented owners only in healthcare. No builder, design-builder or construction manager in the region is a client of the group that will advise Larkhaven. That is why this check came back clear, and it is why it will stay clear as Larkhaven Forward brings new contractors and trades onto the program over the next four years.

WHO WAS CHECKED · RFP APPENDIX C, BY CATEGORY

Larkhaven and its affiliates, including Larkhaven Health Foundation	North Tower architect of record; Larkhaven's program manager	Three shortlisted CM-at-risk firms; two prequalified design-builders	Major medical equipment vendors; the bond underwriter; four municipalities

5.10

Diversity, equity and community

The team Larkhaven meets is the team that does the work, and it looks like the firm.

THE FIRM

47% Of the firm's lawyers are women

39% Of partners are women

15% Of partners identify as people of color

THIS TEAM

5 of 9 Core-team lawyers who are women

3 of 9 Core-team lawyers who identify as people of color

On this team

Three of the five partners on the core team are women, including the relationship partner and the day-to-day lead. Diversity on this engagement is in the people who run it, not only in the people who staff it.

A development path, not a cost

Larkhaven Forward will run for more than four years. We will use it as a supervised development path for associates on our extended bench, working under the core team. Consistent with your guidelines, first-year associates' time is never billed to Larkhaven.

In the community

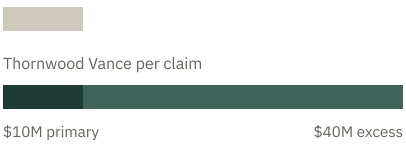
In 2025 our lawyers averaged 58 hours of pro bono service each. Our Green Bay office runs a monthly volunteer legal clinic with a Brown County nonprofit, in the same county where most of Larkhaven Forward will be built.

5.11

Insurance

$50 million of professional liability coverage, against a required minimum of $10 million per claim.

RFP Section 5.11 requires lawyers' professional liability coverage of at least $10 million per claim and $20 million in the aggregate.



COVERAGE	LIMITS
Lawyers' professional liability	$50 million per claim and in the aggregate ($10 million primary and $40 million excess), with A-rated carriers
Cyber and privacy liability	$10 million
Commercial general liability	$2 million per occurrence; $4 million aggregate
Workers' compensation	Statutory

Certificates of insurance will be furnished on award.

5.12

References

Three healthcare owners who hired us for the same work Larkhaven is buying, and the matters they can speak to.

1

Linnea Haugen

Senior Vice President & Chief Legal Officer

HALVORSEN LAKES HEALTH

Matter 1: program counsel on a $612 million replacement regional medical center built beside the operating hospital; four GMP amendments; zero arbitrated claims

(320) 555-0142

2

Victor Alvarado

General Counsel

PRAIRIEWARD HEALTH

Matter 4: a standing dispute board on a $147 million occupied campus modernization; 11 disputes, zero arbitrations

(515) 555-0167

3

Jean Rydell

President & CEO

BIRCHWICK COMMUNITY HOSPITAL

Matter 6: a $39 million critical access replacement on a new site; designation preserved; licensure passed on the first visit

(715) 555-0119

Email addresses are provided on request. Together the three references cover a replacement hospital, an occupied-campus modernization and a critical access relocation: the three shapes of project inside Larkhaven Forward.

5.13

Exceptions to Outside Counsel Guidelines

None taken. Two improved.

Thornwood Vance takes **no exceptions** to Larkhaven's Outside Counsel Guidelines (RFP Appendix B). On two points we commit to more than the guidelines ask.

APPENDIX B REQUIREMENT	RESPONSE	THORNWOOD VANCE COMMITMENT
Electronic invoices in LEDES 1998B through Larkhaven's e-billing platform, with UTBMS task and activity codes	Accepted	UTBMS codes on every entry, including fixed-fee and monthly-fee matters, at no charge
Time in 0.1-hour increments; no block billing	Accepted	
A written budget per matter, with variance notice when a matter is forecast to exceed budget by 10%	Accepted	Forecast at completion for every project in the monthly report, with any 10% variance flagged and explained
One rate increase per calendar year, on 90 days' notice, capped at 3%	Improved	**No increase at all before January 1, 2029;** from then, one increase a year on 90 days' notice, capped at 3% on the program rates and the monthly fee. Fixed and capped fees never escalate
No charge for summer associates, first-year associates, word processing or legal research database fees	Accepted	We also do not charge for copying
No billing for travel time within 60 miles; non-local travel time at 50%	Improved	**No travel time billed at all for core team members**
Staffing changes to named core team members require the General Counsel's approval	Accepted	Without qualification
Invoices within 30 days of month end; Larkhaven pays net 45	Accepted	



APPENDIX A · RESUMES OF THE CORE TEAM

Ruth A. Achterberg

Partner; Chair, Construction & Infrastructure · Minneapolis

> **On Larkhaven Forward:** Relationship partner. 20% of time; in Green Bay every other week through North Tower construction.

Ruth Achterberg chairs Thornwood Vance's 34-lawyer Construction & Infrastructure group. She trained as a civil engineer and worked as a field engineer for a regional general contractor before law school, and she advises hospital owners from the contract to the hearing room. She has led owner's counsel teams on replacement hospitals, defended health systems against the largest claims they face, and designs standing dispute boards that keep disagreements on site. Her rule for clients: *"The claim is won or lost in the notice clause and the daily log, two years before anyone files anything."*

OFFICE

Minneapolis

ADMISSIONS

Minnesota (1997); Wisconsin (1998); Iowa (2003). U.S. District Courts for the District of Minnesota and the Eastern and Western Districts of Wisconsin; U.S. Courts of Appeals for the Seventh and Eighth Circuits.

EDUCATION

J.D., cum laude, University of Minnesota Law School (1997)
B.S., Civil Engineering, University of Wisconsin–Madison (1993)

PRIOR EXPERIENCE

Field engineer, regional general contractor (1993 to 1994)

PROFESSIONAL

Dispute-board member training, Dispute Resolution Board Foundation; member, ABA Forum on Construction Law

REPRESENTATIVE EXPERIENCE

- Lead owner's counsel, Halvorsen Lakes Health: $612 million replacement regional medical center; 214 change orders netting 2.9% of the GMP; zero claims arbitrated or litigated; $6.8 million of owner contingency returned (Matter 1).
- First chair, defense of a $38.4 million delay and acceleration claim before a three-arbitrator AAA panel; net $4.9 million to the CM, about 13% of the amount claimed (Matter 2).
- Board design and owner advocate, Prairieward Health standing dispute board: 11 disputes, $8.9 million claimed, $3.0 million paid, zero arbitrations (Matter 4).
- Owner's counsel on a $228 million California seismic-compliance replacement tower under OSHPD, now HCAI (A-1).
- Frequent speaker to healthcare facilities executives on GMP contracting.

$612M	13%	0
Replacement medical center led as owner's counsel (Matter 1)	Of a $38.4M claim, net to the CM (Matter 2)	Arbitrations from 11 board disputes (Matter 4)

MATTERS IN SECTION 5.5

1 2 3 4 5 6 7 8 A-1 A-2 A-3



APPENDIX A · RESUMES OF THE CORE TEAM

Hannah M. Kowalczyk

Partner, Project Delivery & Contracting · Minneapolis

> **On Larkhaven Forward:** Day-to-day program lead. 40% of time; on site in Green Bay weekly during contract formation (February to July 2027).

Hannah Kowalczyk writes the contracts hospital programs run on. She drafted the manuscript A133 and A201 rider set used by six health systems, and she builds contract sets designed to be reused site to site, so that the second and third agreements cost less and say the same thing. She also structures owner-controlled insurance programs and builder's risk coverage. An architectural studies graduate, she reads drawings and phasing plans as fluently as she reads general conditions.

OFFICE

Minneapolis

ADMISSIONS

Minnesota (2010); Wisconsin (2011); Iowa (2016)

EDUCATION

J.D., University of Minnesota Law School (2010)
B.A., Architectural Studies, University of Wisconsin–Milwaukee (2006)

REPRESENTATIVE EXPERIENCE

- Lead, design-build contracting for a multi-state health system's four-site, $260 million ambulatory program on ConsensusDocs 410 with ConsensusDocs 750 flow-downs; fixed fee fell from $41,000 for the first site to $19,000 for each later site (Matter 7).
- Halvorsen Lakes replacement medical center: GMP sequence and contingency regime (Matter 1).
- Contractor insolvency on a $54 million ambulatory surgery center: takeover agreement and completion (Matter 3).
- NICU-adjacent renovation, $58 million: contract set with ICRA, ILSM and shutdown exhibits (Matter 5).
- Birchwick critical access replacement: bid documents and A201 supplementary conditions (Matter 6).
- OCIP evaluation and implementation for a $400 million two-hospital program (A-2).

6	$19,000	40%
Health systems using her A133 and A201 rider set	Fixed fee per later site, down from $41,000 (Matter 7)	Her time on the program

MATTERS IN SECTION 5.5

1 2 3 4 5 6 7 8 A-1 A-2 A-3



APPENDIX A · RESUMES OF THE CORE TEAM

Samuel K. Oduya

Partner, Construction Litigation & Arbitration · Milwaukee

> **On Larkhaven Forward:** Claims posture counsel. 5% of time as a baseline; scales up if a formal dispute arises.

Samuel Oduya tries construction cases. He has taken eleven to verdict or award, in court and in arbitration, and he handles the payment-bond, lien and surety disputes that follow when a contractor fails. On Larkhaven Forward his early role is quiet and important: reading the program's notice and claim procedures as the lawyer who would have to try them.

REPRESENTATIVE EXPERIENCE

- Second chair, defense of a $38.4 million delay and acceleration claim under the AAA Construction Industry Arbitration Rules; Eichleay, modified total cost and pass-through claims defeated or narrowed; net $4.9 million to the CM (Matter 2).
- Lead, contractor insolvency on a $54 million ambulatory surgery center: 23 lien claimants totaling $14.7 million, every lien released within 7 months, nothing paid above the contract balance (Matter 3).
- Owner's defense of a construction manager's Spearin-based defective-design claim, with recovery over against the architect, settled at mediation (A-3).

11	$4.9M	7 months
Construction cases tried to verdict or award	Net award on a $38.4M claim (Matter 2)	Every lien released (Matter 3)

MATTERS IN SECTION 5.5

1 · **2** · **3** · 4 · 5 · 6 · 7 · 8 · A-1 · A-2 · **A-3**

OFFICE

Milwaukee

ADMISSIONS

Wisconsin (2004); Minnesota (2009); Illinois (2012). U.S. District Courts for the Eastern and Western Districts of Wisconsin, the Northern District of Illinois and the District of Minnesota; U.S. Court of Appeals for the Seventh Circuit.

EDUCATION

J.D., Marquette University Law School (2004)
B.A., Lawrence University (2000)



APPENDIX A · RESUMES OF THE CORE TEAM

Priya Venkataraman

Partner, Health Care Regulatory · Madison

On Larkhaven Forward: Licensure, occupancy and critical access. 10% of time, rising to 20% in the North Tower licensure year (2030).

Priya Venkataraman spent six years inside a multi-state nonprofit health system as associate general counsel for licensure, survey response and CMS certification before joining Thornwood Vance. She knows what a hospital needs to open a new building to patients, and she works backward from that day to the contract. She holds a master's degree in public health.

REPRESENTATIVE EXPERIENCE

- Licensure and occupancy strategy on 14 new or replacement inpatient buildings.
- Lead, Birchwick Community Hospital critical access replacement: relocation analysis under CMS's critical access hospital location and relocation criteria; designation preserved; licensure inspection passed on the first visit; opened on schedule in October 2024 (Matter 6).
- Joint Commission survey readiness during construction on a $58 million NICU-adjacent renovation; October 2023 survey with no construction-related findings (Matter 5).
- Licensure path for the Halvorsen Lakes replacement medical center (Matter 1).

14
New or replacement inpatient buildings taken through licensure

First visit
Birchwick licensure inspection (Matter 6)

20%
Her time on the program in 2030

MATTERS IN SECTION 5.5

1 2 3 4 5 6 7 8 A-1 A-2 A-3

OFFICE

Madison

ADMISSIONS

Illinois (2007); Wisconsin (2008); Minnesota (2014)

EDUCATION

J.D., Georgetown University Law Center (2007)
M.P.H., University of Michigan (2003)

PRIOR EXPERIENCE

Associate General Counsel, a multi-state nonprofit health system (2012 to 2018)



APPENDIX A · RESUMES OF THE CORE TEAM

Gregory T. Lindahl

Partner, Real Estate & Land Use; Managing Partner, Green Bay Office · Green Bay

> **On Larkhaven Forward:** Entitlements, municipal agreements and FAA notices. 10% of time in 2027 and 2028, then 5%.

Gregory Lindahl leads hospital campus entitlements: master-plan approvals, planned-development amendments, conditional uses, street vacations, municipal development agreements and heliport approvals. He manages Thornwood Vance's 19-lawyer Green Bay office, about 2.5 miles from Bay Medical Center.

OFFICE

Green Bay, about 2.5 miles from Bay Medical Center

ADMISSIONS

Wisconsin (2002); Minnesota (2005)

EDUCATION

J.D., University of Wisconsin Law School (2002)
B.A., St. Olaf College (1998)

REPRESENTATIVE EXPERIENCE

- Lead, campus master plan for a Milwaukee-area hospital's $310 million expansion: planned-development amendment, conditional use, 1,100-stall parking structure, relocated rooftop heliport, street vacation and a neighborhood good-neighbor agreement; every approval granted at the first hearing at which it was considered; FAA determinations on Forms 7460-1 and 7480-1 in hand six weeks before crane erection (Matter 8).
- Site and land-use work on the Birchwick Community Hospital critical access replacement (Matter 6).

First hearing
Every approval on a $310M expansion (Matter 8)

6 weeks
FAA determinations in hand before crane erection

19
Lawyers in the Green Bay office he manages

MATTERS IN SECTION 5.5

1 2 3 4 5 **6** 7 **8** A-1 A-2 A-3



APPENDIX A · RESUMES OF THE CORE TEAM

Thomas J. Reinholt, AIA

Of Counsel, Healthcare Construction · Minneapolis

> **On Larkhaven Forward:** Technical counsel on phasing, life safety and infection control. 15% of time.

Thomas Reinholt is a licensed architect in Minnesota and Wisconsin who spent twelve years designing hospitals and four years as director of facilities for a regional hospital before becoming a lawyer. He writes the firm's ICRA, ILSM and PCRA contract exhibits, reviews phasing plans against NFPA 101 egress and fire-barrier requirements, and translates between the design team and the lawyers in both directions.

OFFICE

Minneapolis

ADMISSIONS

Minnesota (2014); Wisconsin (2015). Licensed architect, Minnesota and Wisconsin.

EDUCATION

J.D., William Mitchell College of Law, now Mitchell Hamline School of Law (2014)
M.Arch., University of Minnesota (1998)

PRIOR EXPERIENCE

Healthcare architect (12 years); director of facilities, a regional hospital (4 years)

PROFESSIONAL

Member, American Society for Health Care Engineering (ASHE)

REPRESENTATIVE EXPERIENCE

- ICRA, ILSM and utility-shutdown exhibits for a $58 million renovation around an operating NICU: 42 planned shutdowns, none causing an unplanned patient relocation (Matter 5).
- Halvorsen Lakes replacement medical center: tie-in obligations to the operating hospital (Matter 1).
- Prairieward Health occupied-campus modernization and its standing dispute board (Matter 4).
- Design-build amendment set for a four-site ambulatory program (Matter 7).
- Campus master plan and heliport entitlements for a Milwaukee-area hospital (Matter 8).
- California seismic-compliance replacement tower: Inspector of Record role and amended construction documents (A-1).

12 years
Designing hospitals as a licensed architect

4 years
A regional hospital's director of facilities

42
Shutdowns governed by his exhibits (Matter 5)

MATTERS IN SECTION 5.5

1 2 3 4 5 6 7 8 A-1 A-2 A-3



APPENDIX A · RESUMES OF THE CORE TEAM

Leah R. Marchetti

Senior Associate, Claims & Schedule · Minneapolis

On Larkhaven Forward: Schedule review and claims record. 25% of time.

Leah Marchetti worked three years as a project engineer and CPM scheduler for a commercial builder before law school. She reviews schedule updates and time-impact analyses as they arrive, so the owner's record of delay is built month by month rather than reconstructed for a hearing.

REPRESENTATIVE EXPERIENCE

- Built the owner's delay rebuttal chronology with the forensic scheduling expert in the defense of a $38.4 million delay and acceleration claim (Matter 2).
- Monthly schedule-risk memo for Prairieward Health's occupied-campus modernization; final phase completed 23 days ahead of the revised schedule (Matter 4).
- Halvorsen Lakes replacement medical center (Matter 1).

3 years	23 days	25%
Project engineer and CPM scheduler before law school	Ahead of the revised schedule at Prairieward (Matter 4)	Her time on the program

MATTERS IN SECTION 5.5

1 2 3 4 5 6 7 8 A-1 A-2 A-3

OFFICE

Minneapolis

ADMISSIONS

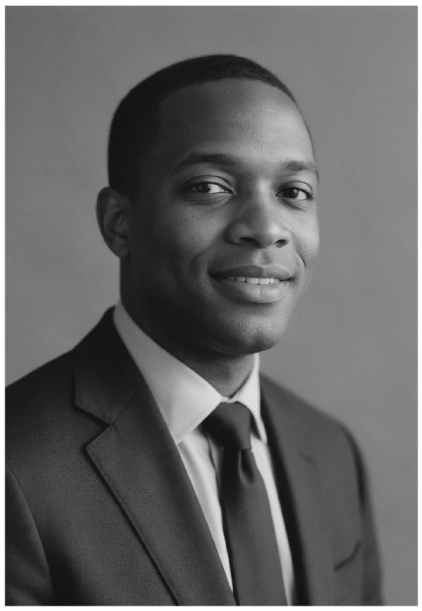
Iowa (2018); Minnesota (2019); Wisconsin (2021)

EDUCATION

J.D., University of Iowa College of Law (2018)
B.S., Construction Engineering, Iowa State University (2012)

PRIOR EXPERIENCE

Project engineer and CPM scheduler, a commercial builder (3 years)



APPENDIX A · RESUMES OF THE CORE TEAM

André L. Baptiste

Senior Associate, Payment, Lien & Surety · Milwaukee

On Larkhaven Forward: Pay-application, sworn-statement and lien-waiver protocol; surety. 15% of time.

André Baptiste designs the payment protocols that keep an owner from paying twice, and he handles the lien, bond and surety work that follows when a contractor fails. His finance training shows in how he audits a waiver file.

REPRESENTATIVE EXPERIENCE

- Contractor insolvency on a $54 million ambulatory surgery center: audited 23 lien claims totaling $14.7 million against the waiver file and sworn statements; resolved them through the payment bond and joint checks; every lien released within 7 months, nothing paid above the contract balance (Matter 3).
- Surety takeover and tender agreements.
- Team member, design-build contracting for a four-site, $260 million ambulatory program on ConsensusDocs 410 and 750 (Matter 7).

23	$14.7M	$0
Lien claims audited against the waiver file (Matter 3)	Lien claims resolved with no double payment	Paid above the contract balance

MATTERS IN SECTION 5.5

1 2 **3** 4 5 6 **7** 8 A-1 A-2 A-3

OFFICE

Milwaukee

ADMISSIONS

Wisconsin (2019); Minnesota (2022)

EDUCATION

J.D., Marquette University Law School (2019)
B.B.A., Finance, University of Wisconsin–Whitewater (2015)



APPENDIX A · RESUMES OF THE CORE TEAM

Nora C. Feeney

Senior Associate, Health Care Regulatory & Infection Control · Green Bay

> **On Larkhaven Forward:** ICRA, ILSM and licensure readiness; on site at Larkhaven one day a week during North Tower tie-ins. 20% of time.

Nora Feeney was a registered nurse in infection prevention at a regional hospital from 2013 to 2017. As a lawyer she writes the contract obligations she once had to enforce from the unit side of the barrier: ICRA risk-class matrices, barrier-monitoring duties, ILSM documentation and licensure inspection checklists. She is seconded from the Health Care group to the Healthcare Construction Team and works from Green Bay.

REPRESENTATIVE EXPERIENCE

- ICRA Class IV obligations, barrier monitoring and the infection prevention stop-work right for a $58 million renovation around an operating NICU; zero infection events attributed to construction (Matter 5).
- Licensure inspection checklists for the Birchwick Community Hospital critical access replacement; licensure passed on the first visit (Matter 6).

0	1 day	20%
Infection events attributed to construction (Matter 5)	A week on site at Larkhaven during the tie-ins	Her time on the program

MATTERS IN SECTION 5.5

1 2 3 4 **5** **6** 7 8 A-1 A-2 A-3

OFFICE

Green Bay

ADMISSIONS

Wisconsin (2020)

EDUCATION

J.D., University of Wisconsin Law School (2020)
B.S.N., University of Wisconsin–Oshkosh (2011)

PRIOR EXPERIENCE

Registered nurse, infection prevention, a regional hospital (2013 to 2017)

SAMPLE WORK



OWNER SIDE ONLY IN HEALTHCARE, SINCE 2009

We will never sit across the table from Larkhaven.

No builder, design-builder or construction manager competing for Larkhaven Forward is a client of the group that will advise you. All 46 Appendix C parties checked. No conflicts. No waiver requested.

RELATIONSHIP PARTNER
Ruth A. Achterberg
Chair, Construction & Infrastructure
Direct (612) 555-0137

DAY-TO-DAY PROGRAM LEAD
Hannah M. Kowalczyk
Partner, Project Delivery & Contracting
Minneapolis

DOWN THE ROAD
Green Bay office
About 2.5 miles from Bay Medical Center
Gregory T. Lindahl, managing partner