

**Project:**  
**Campus:**

**Project No:**

**Name of Architect or Engineering Firm:**

**Individual A/E Firm Contact:**

**Address:**

PROJECT ADDENDUM # \_\_\_\_\_ TO AGREEMENT FOR THE DESIGN SERVICES FOR THE FOUR-YEAR ARCHITECT/ENGINEER SELECTION FROM MAY 1, 2015, THROUGH APRIL 30, 2019.

This Project Addendum # \_\_\_\_\_ made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ and between the undersigned Firm and Owner.

Whereas, the parties hereto have entered in the Agreement identified above (hereinafter referred to as the "Agreement"); and

Whereas, the general purpose of the Agreement was to provide for contractual terms applicable to services provided to the Owner by the Architect or Engineering Firm identified above (hereinafter referred to as the "Firm"), over the course of a four year period with specific terms necessary for any particular project to be provided for by a Project Addendum to the Agreement; and

Whereas, the Owner and the Firm have agreed to enter into this Project Addendum # \_\_\_ in order to obtain services and provide services respectively for the project identified above.

Now therefore, in accordance with those provisions of the Agreement providing for and permitting addenda for particular projects and Section 17.7 of the Agreement, providing for amendment by written instrument, the parties hereto, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, enter into this Addendum as follows:

The Project to which the Addendum shall apply is described as follows:

The project shall consist of

For purposes of the Project described above, the Sections of the Agreement designated below shall provide as follows:

3.1 FOR BASIC SERVICES, as described in Section 4.1 of the Agreement (Architect's/Engineer's Basic Services) the Firm's compensation shall be a lump sum of \$\_\_\_\_\_.

3.2 FOR ADDITIONAL SERVICES, as agreed to in writing by the OWNER, the Firm's compensation shall be computed on an hourly basis at the rates and multiple set forth below.

1. Principal's time shall be computed at a fixed rate. For the purposes of this Agreement and Addendum, the Principals and their rate per hour are as follows:

SEE APPENDIX NO. 1

2. Employee's time (other than Principals) at a multiple of 3.50 times the employee's Direct Salary Expense as defined in Section 8.1 of the Agreement. For the purpose of this Project Addendum, the employee's roles and rates are as follows:

SEE APPENDIX NO. 1

4.5.8 A Design Development Booklet (shall \_\_\_\_\_ / shall not \_\_\_\_\_) be required for this project. (Select option for each project.)

Except as specifically amended or more particularly described in this Project Addendum, all terms, provisions and conditions set forth in this Agreement are applicable to the Project described herein, and said terms, provisions and conditions of the Agreement are incorporated into this Addendum by this reference.

Note: The following Appendices are attached and incorporated into this Project Addendum.

- Appendix No. 1: Hourly Rate Schedule
- Appendix No. 2: Project Team and Project Schedule
- Appendix No. 3: Insurance Certificate

IN Witness Whereof, the parties to this Project Addendum have hereunto attached their signatures, as of the date and year for this Project Addendum written above.

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ARCHITECT/ENGINEER PORTION

\_\_\_\_\_  
Name of Architecture/Engineering Firm

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

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UNIVERSITY PORTION

THE BOARD OF REGENTS  
UNIVERSITY OF NEBRASKA

\_\_\_\_\_  
Name

VICE CHANCELLOR FOR BUSINESS AND FINANCE  
Title

**ACKNOWLEDGMENTS**

State of \_\_\_\_\_ )  
 ) ss. (Corporation)  
County of \_\_\_\_\_ )

Before the undersigned, a Notary Public duly qualified in and for said, county and state, personally came \_\_\_\_\_ the \_\_\_\_\_ of \_\_\_\_\_, a corporation authorized to do business in the State of Nebraska, and known to be the said officer of said corporation, and the same and identical persons who signed the foregoing Agreement as said officers, and each acknowledge their signing of this Agreement to be their duly authorized act and deed as such officers on behalf of said corporation.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

State of Nebraska )  
 ) ss. (Board of Regents)  
County of \_\_\_\_\_ )

Before the undersigned, a Notary Public duly qualified in and for said county and state, personally came \_\_\_\_\_ the \_\_\_\_\_ for the Board of Regents of the University of Nebraska, and known to me to be the said officer of said public corporation, and the same and identical persons who signed the foregoing Agreement as said officer, and each acknowledged their signing of this Agreement to be their duly authorized act and deed as such officer on behalf of said public corporation.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

**CERTIFIED COPY OF RESOLUTION**

BE IT RESOLVED, that the following named individuals, and each of them, are hereby authorized as employees of \_\_\_\_\_ to execute in its behalf all contracts, agreements and releases which they, in their discretion, approve, each such employee being separately and independently authorized to so act without the concurrence or joinder in such action by and of the other named employees:

BE IT FURTHER RESOLVED, that any such contract, agreement or release executed by any of the above-name employees in the name of \_\_\_\_\_ should be considered a contract, agreement, or release of \_\_\_\_\_ and shall be binding upon it.

BE IT FURTHER RESOLVED, that any similar authority heretofore granted by the Board of Directors of the Company to employees other than those named above be and hereby is terminated as of this date, and the authority granted above shall commence this date and shall continue until revoked by resolution of the Board of Directors.

I hereby certify that I am Secretary of \_\_\_\_\_, that as such I have access to the books and records of the Corporation; that the foregoing is an excerpt from the minutes of the Board of Directors' Meeting of \_\_\_\_\_ a Nebraska Corporation, held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a quorum being present; and that no action has been taken by the Board of Directors of said Corporation since said date that would have effect of changing or altering the authority granted therein.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Secretary of the Corporation

Seal:

Date \_\_\_\_\_

**ACKNOWLEDGMENTS**

State of \_\_\_\_\_ )  
 ) ss. (Partnership)  
County of \_\_\_\_\_ )

Before the undersigned, a Notary Public duly qualified in and for said county and state, personally came

\_\_\_\_\_, known to me to be a partner in the partnership named \_\_\_\_\_ and is the same and identical person who signed the foregoing Agreement as such partner, and acknowledged such signing of the Agreement to be his or her duly authorized act and deed on behalf of said partnership.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

State of Nebraska \_\_\_\_\_ )  
 ) ss. (Board of Regents)  
County of \_\_\_\_\_ )

Before the undersigned, a Notary Public duly qualified in and for said county and state, personally came \_\_\_\_\_ the \_\_\_\_\_ for the Board of Regents of the University of Nebraska, and known to me to be the said officer of said public corporation, and the same and identical persons who signed the foregoing Agreement as said officer, and each acknowledged their signing of this Agreement to be their duly authorized act and deed as such officer on behalf of said public corporation.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

**APPENDIX NO. 1**

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(Project Name)

**HOURLY RATES FOR ADDITIONAL SERVICES**

Additional Services: Principals' time shall be computed at a fixed rate. For the purpose of this Agreement, the Principals' and their rates per hour are as follows

Project Officer	\$
Project Manager	\$
Senior Associates	\$

Employees' time (other than Principals) is at a multiple of 3.5 times the employee's direct salary expense as defined in Section 8.1 of the Agreement. For the purpose of this Project Addendum, the employees' functions and rates are as follows:

Professional Architect/Engineer/Interior Designer	\$
Technical/Drafter	\$
Clerical	\$

**APPENDIX NO. 2**

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(Project Name)

**PROJECT TEAM:**

Principal:

Manager:

Architect:

Structural Engineer:

Electrical Engineer:

Civil Engineer:

Cost Estimation:

Construction Administration:

**SCHEDULE:**

**APPENDIX NO. 3**

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(Project Name)

Certificate of Insurance Attached