

**Project:** \_\_\_\_\_  
**Campus:** \_\_\_\_\_

**Project No.** \_\_\_\_\_

**Individual Contact:** \_\_\_\_\_

**Name of Architect or Engineering Firm:** \_\_\_\_\_

**Address:** \_\_\_\_\_

PROJECT ADDENDUM # \_\_\_\_\_ TO AGREEMENT FOR THE DESIGN SERVICES FOR THE FOUR-YEAR ARCHITECT/ENGINEER SELECTION FROM MAY 1, 2007, THROUGH April 30, 2011, FOR GENERAL PURPOSE TYPE PROJECTS.

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 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.)

The following provisions shall be added to the Agreement as Section 18:

#### SUPPLEMENTAL CONTRACT PROVISIONS FOR DWSRF/ARRA FUNDING

18.1 The ARCHITECT is notified that this project will be financed with *American Recovery and Reinvestment Act of 2009* (hereinafter, "ARRA") funds. The ARCHITECT shall ensure that all subcontracts and other contracts for goods and services for an ARRA-funded project have the mandated provisions of this directive in their contracts. Pursuant to Title XV, Section 1512 of the ARRA, the OWNER shall require that the ARCHITECT provide reports and other employment information as evidence to document the number of jobs created or jobs retained by this contract from the ARCHITECT'S own workforce and any sub-contractors. No direct payment will be made for providing said reports, as the cost for same shall be included in the various items in the contract.

18.2 In addition to any other job postings the ARCHITECT normally utilizes, the Office of Economic Recovery & Investment (hereinafter, "OERI") requires that the ARCHITECT shall post with the local Employment Security Commission Office all positions for which he intends to hire workers as a result of being awarded this contract. Labor and semiskilled positions must be posted for at least 48 hours before the hiring decision. All other positions must be posted a minimum posting of five days before the hiring decision. The ARCHITECT and any subcontractor shall report the new hires in the manner prescribed by the Employment Security Commission and the OERI.

18.3 Section 902 of the ARRA requires that each contract awarded using ARRA funds must include a provision that provides the U.S. Comptroller General and his representatives with the authority to:

- a. examine any records of the ARCHITECT or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
- b. interview any officer or employee of the ARCHITECT or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.

Accordingly, the Comptroller General and his representatives shall have the authority and rights prescribed under Section 902 of the ARRA with respect to contracts funded with recovery funds made available under the ARRA. Section 902 further states that nothing in 902 shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

18.4 Section 1515(a) of the ARRA provides authority for any representatives of the United States Inspector General to examine any records or interview any employee or officers working on this contract. The ARCHITECT is advised that representatives of the Inspector General have the authority to examine any record and interview any employee or officer of the ARCHITECT, its subcontractors or other firms working on this contract. Section 1515(b) further provides that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an Inspector General.

18.5 Section 1605 of the ARRA requires that iron, steel and manufactured goods used in public buildings or public works projects be manufactured in the United States. ARCHITECT agrees to abide by this provision and shall maintain records of such purchases for inspections by authorized agents of the State of Nebraska and federal agencies. The ARCHITECT must obtain written exception from this provision from the agency issuing the contract.

18.6 Section 1606 of the ARRA requires that all laborers and mechanics employed by contractors and subcontractors with funds from the ARRA shall be paid wages at rates not less than the prevailing wage rate under the Davis-Bacon Act. The ARCHITECT agrees that by the submission of a proposal in response to a solicitation funded in whole or in part with recovery funds, continuous compliance will be maintained with the Davis-Bacon Act.

18.7 ARCHITECT understands and acknowledges that any and all payment of funds or the continuation thereof is contingent upon funds provided solely by ARRA or required state matching funds. Pursuant to Section 1604 of the ARRA, ARCHITECT agrees not to undertake or make progress toward any activity using recovery funds that will lead to the development of such activity as casinos or other gambling establishments, aquariums, zoos, golf courses, swimming pools or any other activity specifically prohibited by the Recovery Act.

18.8 ARCHITECT understands and acknowledges that Section 1553 of the Recovery Act (applies to anyone receiving federal funds), provide protection to State, Federal and contract employees.

18.9 ARCHITECT agrees not to use any recovery funds from a contract or any other performance agreement awarded by the State of Nebraska, its agencies, or political subdivisions for outsourcing outside of the United States, without specific prior written approval from the agency issuing the contract.

18.10 By submission of a proposal, ARCHITECT and subcontractors assert and self-certify that all Federal, State and local tax obligations have been or will be satisfied prior to receiving recovery funds.

18.11 Pursuant to Section 1.7 of the guidance memorandum issued by the United States Office of Management and Budget on April 3, 2009, recovery funds must be distributed in accordance with all anti-discrimination and equal opportunity statutes, regulations, and Executive Orders pertaining to the expenditure of funds.

18.12 OERI requires that the ARCHITECT and subcontractors agree to allow the Office of State Budget and Management internal auditors and state agency internal auditors access to records and employees pertaining to the performance of any contract awarded by a public agency.

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, with their seals attached, as of the date and year for this Project Addendum written above.

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ARCHITECT PORTION

Seal

\_\_\_\_\_  
Name of Architectural Firm

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

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UNIVERSITY PORTION

FOR THE BOARD OF REGENTS  
UNIVERSITY OF NEBRASKA

\_\_\_\_\_

Name

VICE CHANCELLOR FOR BUSINESS AND FINANCE

Title

Revised 7/19/95

ACKNOWLEDGEMENTS

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

Before the undersigned, a Notary Public duly qualified in and for said county and state, personally came \_\_\_\_\_ who is the \_\_\_\_\_ of a corporation authorized to do business in the State of Nebraska, and known to be the said officers 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 \_\_\_\_\_, 200\_\_\_\_\_.

\_\_\_\_\_

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 \_\_\_\_\_ who is the \_\_\_\_\_ for the Board of Regents of the University of Nebraska, and known to me to be said officers of said public corporation, and the same and identical persons who signed the foregoing Agreement as said officers, and each acknowledged their signing of this Agreement to be their duly authorized act and deed as such officers on behalf of said public corporation.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_.

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

ACKNOWLEDGEMENTS

State of )  
 ) ss. (Individual)  
County of )

Before the undersigned, a Notary Public duly qualified in and for said county and state, personally came \_\_\_\_\_ known to me to be the same and identical person who signed the foregoing Agreement as Contractor, and acknowledged the same to be his or her voluntary act and deed as Contractor.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_.

\_\_\_\_\_  
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 \_\_\_\_\_ who is the \_\_\_\_\_ for the Board of Regents of the University of Nebraska, and known to me to be said officers of said public corporation, and the same and identical persons who signed the foregoing Agreement as said officers, and each acknowledged their signing of this Agreement to be their duly authorized act and deed as such officers on behalf of said public corporation.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_.

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

ACKNOWLEDGEMENTS

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 the same and identical person who signed the foregoing Agreement 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 \_\_\_\_\_, 200\_.

\_\_\_\_\_  
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 \_\_\_\_\_ and \_\_\_\_\_ respectively the for the Board of Regents of the University of Nebraska, and known to me to be said officers of said public corporation, and the same and identical persons who signed the foregoing Agreement as said officers, and each acknowledged their signing of this Agreement to be their duly authorized act and deed as such officers on behalf of said public corporation.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_.

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

(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	\$

(Project Name)

PROJECT TEAM:

Principal:

Manager:

Architect:

Structural Engineer:

Electrical Engineer:

Civil Engineer:

Cost Estimation:

Construction Administration:

SCHEDULE:

(Project Name)

Certificate of Insurance Attached