

AGREEMENT FOR THE DESIGN SERVICES OF

PROJECT NAME

PROJECT NUMBER

BETWEEN

THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA

AND

COMPANY NAME

COMPANY ADDRESS

CITY, STATE ZIP

COMPANY PHONE NUMBER, INCLUDING AREA CODE

THIS AGREEMENT made and entered into at CITY, STATE this \_\_\_\_\_ day of Month in the year Two Thousand year.

BY AND BETWEEN the Owner: THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA, hereinafter called "OWNER", AND the Architect/Engineer: Name of Consultant Firm hereinafter called "ARCHITECT/ENGINEER",

FOR the following Project: SCOPE OF WORK

The OWNER and ARCHITECT/ENGINEER agree as set forth in:

- Section 1. Scope of Services
- Section 2. Compensation
- Section 3. Owner's Responsibilities
- Section 4. Other Terms
- Addendum 1. Direct Salary Expense
- Addendum 2. Project Team, Consultant Profile, Project Schedule
- Addendum 3. Certificate of Insurance
- Addendum 4. Intermediate Design Checklist
- Addendum 5. Supplemental Services

## SECTION I - SCOPE OF SERVICES

1.1 THE ARCHITECT/ENGINEER'S BASIC SERVICES consist of the architectural, mechanical, electrical, structural, civil and engineering services described by the deliverables checked below, The ARCHITECT/ENGINEER will provide those services in coordination with the OWNER and the OWNER'S consultants.

EMPLOYMENT OF ADDITIONAL CONSULTANTS - ARCHITECT/ENGINEER services as referred to in this Agreement are complete for the Project which is proposed by the OWNER. If additional consultants are required by the ARCHITECT/ENGINEER for the design of the Project, such consultants will be paid for by the ARCHITECT/ENGINEER at no additional cost to the OWNER unless the services are outlined in Addendum 5. The ARCHITECT/ENGINEER recognizes that in no way will subcontracts or consulting arrangements diminish or supplant the ultimate responsibilities it assumes pursuant to its contractual obligations under this Agreement.

ADDITIONAL COSTS - It is the intent of this Agreement that the fee mentioned herein is the complete compensation for services rendered by the ARCHITECT/ENGINEER, and no additional charges will be made by the ARCHITECT/ENGINEER for the services listed herein. In the event services in addition to those listed herein are required of the ARCHITECT/ENGINEER by the OWNER, no additional charges will be made to the OWNER unless otherwise agreed in writing and executed by the OWNER or the OWNER'S authorized representative.

### 1.1.1 GENERAL REQUIREMENTS

1. The ARCHITECT/ENGINEER will provide a listing of the project team to include the design ARCHITECT/ENGINEER and/or engineer(s), consultants and project manager, to be assigned to the Project.

2. A work flow plan and a schedule for the performance of the ARCHITECT/ENGINEER'S services which will include allowances for periods of time required for the OWNER'S review and approval and for approval of submissions by authorities having jurisdiction over the Project will be provided to the OWNER'S REPRESENTATIVE at the start of Design (See Addendum 2). The ARCHITECT/ENGINEER and OWNER will not, except for reasonable cause, exceed time limits established by this schedule approved by the OWNER.

3. Included in Addendum 2 will be a profile of each consultant whose services the ARCHITECT/ENGINEER intends to use on this project. Except for causes beyond its reasonable control or termination of employment of an employee, the ARCHITECT/ENGINEER will not remove the design ARCHITECT/ENGINEER and/or engineer(s) or project manager originally

assigned to the Project. Any removal must be with the written consent of the OWNER. Such consent will not be unreasonably withheld.

4. The ARCHITECT/ENGINEER will not proceed with subsequent design phases until the current design phase, including any adjustments authorized by the OWNER in the Project, are approved in writing by the OWNER'S REPRESENTATIVE.

5. The ARCHITECT/ENGINEER will notify the OWNER of the possible existence of asbestos, if during the performance of Basic Services the ARCHITECT/ENGINEER should notice its possible existence. The ARCHITECT/ENGINEER'S design of the Project will be so executed so that it will allow for proper abatement of asbestos by the OWNER. If asbestos abatement is required, the OWNER will be solely responsible for same.

6. The ARCHITECT/ENGINEER is required to conform to the OWNER'S Design Guidelines, which are incorporated herein by this reference. It will be the responsibility of the ARCHITECT/ENGINEER to obtain such guidelines from the OWNER'S REPRESENTATIVE. The ARCHITECT/ENGINEER will be responsible for any and all costs relating to the ARCHITECT/ENGINEER'S negligent or intentional failure to conform with these guidelines, including but not limited to the replacement of systems or Work that does not conform to the guidelines. The ARCHITECT/ENGINEER may only depart from these guidelines if written permission is granted from the OWNER.

7. The ARCHITECT/ENGINEER will prepare meeting minutes for every Project meeting from the Program Verification phase through the construction administration phase. The ARCHITECT/ENGINEER will distribute meeting minutes to all building team participants within 5 days after the meeting. In the meeting minutes, the ARCHITECT/ENGINEER will briefly document each discussion item including related decisions and/or actions required.

8. The ARCHITECT/ENGINEER is required to use CAD software compatible with or translatable to the OWNER'S throughout the entire project to facilitate the electronic transmission, viewing and alteration of all drawings. The ARCHITECT/ENGINEER is required to utilize the United States National CAD Standard (1999), as published by the National Institute of Building Sciences, including all AIA CAD layering conventions. The ARCHITECT/ENGINEER will use AIA CAD Layer naming across all disciplines. Prior to submission of any CAD files to the OWNER, the ARCHITECT/ENGINEER will also adhere to the following:

- a. If any record drawings files or blocks are created or in any CAD system other than AutoCAD, any nonconforming layer names will be converted to AIA naming. Layer names using numerical characters only, other than zero, are not to be used.
- b. Any cross-referenced drawings are to be located in the same, directory as

the file they are dependent to. If any cross-referenced files are inserted or "bound", their layer names will not include their former x-ref "path" designation.

- c. All block will be created on layer 0 (zero). Nested blocks are not to be used. Unequally scaled blocks are not to be used.
  - d. The AutoCAD color and linetype of all drawing entities should be set to BYLAYER.
  - e. No custom, or third party fonts; only standard AutoCAD or standard Windows TrueType fonts may be used.
  - f. All record drawing files are to be purged of all unused layers, linetypes, fonts, dimension styles, etc.
  - g. The OWNER will reasonably approve convention modifications or enhancements proposed in writing by the ARCHITECT/ENGINEER.
9. The ARCHITECT/ENGINEER will provide the OWNER with electronic copies of any Building Information Modeling (BIM) data including table structures, etc. Preferred file formats would include Microsoft Excel, Microsoft Access or standard RAW "delimited" formats.

#### 1.1.2

#### PROGRAM VERIFICATION PHASE:

- 1. Project administrative services related to administrative functions undertaken by the ARCHITECT/ENGINEER to provide services during this phase of the Project. It will include initial consultation in project development and project-related research, conferences, correspondence, travel, progress reports, etc. The ARCHITECT/ENGINEER is required to validate with the OWNER, and revise as requested by the OWNER the OWNER's Program Statement for the project dated [date] and approved by the University of Nebraska Board of Regents on [date], and incorporated herein by this reference.
- 2. Existing facilities condition surveys are required for areas to be remodeled. Existing facilities occupancy surveys are not required. The OWNER will furnish the ARCHITECT/ENGINEER floor space record documents of existing buildings that include room numbers, net assignable square feet (NASF) per room and NASF and gross square feet (GSF) per floor per building. The ARCHITECT/ENGINEER will obtain from the OWNER'S Representative an inventory of rooms assigned by department. The ARCHITECT/ENGINEER will verify and document the functional departments occupancy on floor plans of existing facilities described as blocks of space with schedules of room names, room NASF and departmental NASF to be vacated from existing facilities and relocated to the PROJECT or backfill space.
- 3. Facility program validation services including verifying and modifying a

detailed set of requirements for the Project including design objectives, limitations and criteria. This will include determination of: quantity, quality, size, architectural and utility requirements of each type of space; functional interrelationships among spaces; requirements for flexibility and expandability; and needs relative to equipment and systems.

4. Space schematic/flow diagram services related to developing diagrammatic studies and pertinent text relative to: internal functions; human, vehicle and material flow patterns; and general space allocations. These will be developed in collaboration with the OWNER'S REPRESENTATIVE and will include an analysis of operating functions and studies of adjacency, circulation and traffic patterns. The studies will relate to: numbers of personnel; special facilities systems, and equipment requirements; materials handling; flexibility and expandability.

5. Site analysis and assisting the OWNER in evaluating the Project site; Site analysis will include a detailed study of topographic and subsurface conditions, utilities, placement and massing of the facility, architectural characteristics of the surrounding area, parking and traffic flow regulations, landscaping and environmental conditions, etc.

6. General planning and architectural consideration services and guidance for space, materials, fixed equipment and systems to be considered in design.

7. Mechanical systems services - determine the heating, ventilating, air conditioning and plumbing needs for the Project.

8. Electrical systems services - determine power, lighting, telephone and data distribution, fire detection, alarm, security and electronic communication distribution needs for the Project.

9. Project budgeting services related to developing a preliminary Statement of Probable Construction Cost. It will consist of: Conversion of net programmed areas to gross areas, use of factors appropriate to the Project to develop an initial probable gross area; conversion to a probable construction cost range by application of updated unit cost data from other completed projects with similar requirements.

10. Scheduling services (Time Line) related to establishing with the OWNER a schedule for overall development of the Project. It will entail careful determination of the ARCHITECT/ENGINEER'S services, the OWNER'S responsibilities and the design and construction procedures to be followed. Scheduling is used to establish a time framework for Program Verification services, design, documentation and construction.

11. OWNER-supplied data coordination services related to reviewing, handling and coordinating data furnished for the Project by the OWNER.

- 12. Presentation services related to presenting to the OWNER and closely related groups, the materials and studies prepared under this phase.
- 13. The ARCHITECT/ENGINEER will provide agency Consulting / Review / Approval services related to governmental agencies, which have statutory or non-statutory impact on the Project, including, but not limited to the Nebraska Coordinating Commission for Post-Secondary Education, in coordination with the OWNER.
- 14. The ARCHITECT/ENGINEER will also submit at the completion of Program Verification services a preliminary code review, in a format agreeable to the OWNER, and any special code considerations.

### 1.1.3

#### SCHEMATIC DESIGN PHASE:

- 1. The ARCHITECT/ENGINEER will not proceed with the Schematic Design Phase until the OWNER'S REPRESENTATIVE approves the confirmed Program Statement in writing.
- 2. The ARCHITECT/ENGINEER will review the Program Statement and other information to ascertain the requirements of the Project and will meet with the OWNER to understand the project.
- 3. The ARCHITECT/ENGINEER is expected to examine existing conditions relevant to the project and to comment on the accuracy of original drawings to the OWNER. If changes to the original project record drawings are necessary, the OWNER will either: 1) have the ARCHITECT/ENGINEER update the drawings as a reimbursable service, or 2) provide revised drawings to the ARCHITECT/ENGINEER.
- 4. The ARCHITECT/ENGINEER will provide and review with the OWNER alternative approaches to design and construction of the Project.
- 5. Based upon the confirmed Program Statement, schedule, construction budget requirements, and any adjustments authorized by the OWNER, the ARCHITECT/ENGINEER will prepare Schematic Design Documents consisting of drawings and/or sketches required by the OWNER and other documents illustrating the scale and relationship of Project components including civil, landscape, architectural, structural, mechanical and electrical systems, materials and such other components as may be appropriate for approval by the OWNER. At intervals appropriate to the progress of the Schematic Design Phase and mutually agreeable to the OWNER, and ARCHITECT/ENGINEER, the ARCHITECT/ENGINEER will provide schematic design studies for the OWNER'S review.
- 6. The ARCHITECT/ENGINEER IS REQUIRED to provide a comparison

of mechanical, electrical and structural systems.

- 7. The ARCHITECT/ENGINEER IS REQUIRED to provide a rendering.
- 8. The ARCHITECT/ENGINEER will provide agency Consulting / Review Approval services related to governmental agencies, which have statutory or non-statutory impact on the Project in coordination with the OWNER.
- 9. The ARCHITECT/ENGINEER may be required to make presentations and provide services related to presentations, to the OWNER and closely related groups, of the materials and studies prepared under this phase.
- 10. The ARCHITECT/ENGINEER will provide to the OWNER at intervals mutually agreeable to the OWNER and ARCHITECT/ENGINEER, drawings and other documents which depict the current status of design for the OWNER's review.
- 11. The OWNER and ARCHITECT/ENGINEER will jointly review the estimate and reconcile any cost estimate differences, with both parties concurring, before proceeding.
- 12. The Project Budget has been established and approved by the OWNER. In the event the estimate of Construction Cost at Schematic Design exceeds the Project Budget, the ARCHITECT/ENGINEER will evaluate the project at no additional cost to the OWNER, to determine how the work can be accomplished within the Project Budget and work will not proceed until the estimate of Construction Cost is within the Project Budget.
- 13. At the completion of the Schematic Design Phase, the ARCHITECT, in coordination with the OWNER, will provide an original reproducible copy of an 8 1/2" x 11" booklet for the OWNER'S approval. The booklet will include the following:
  - a. Background information to include: a list of personnel involved in the design; a general project description; and the project location.
  - b. Narrative discussing the Project to include: a site analysis, and conceptual ideas as to the architectural (including historical preservation issues if applicable), interior design, civil, structural, mechanical, electrical, acoustical and landscape design of the Project.
  - c. Narrative regarding energy considerations for the Project and conformance to the OWNER's Sustainable Design Policy.
  - d. Schematic drawings to include: a simplified site plan, simplified floor plans, elevations, and building cross sections. A color or digital electronic copy of the artists rendering will be included if required by contract.

- e. Space comparison of areas by net assignable square feet and gross square feet with those in the Program Statement.
- f. Budget information to include: a project Construction Cost estimate (include the basis from which cost estimates are made) with a comparison to the Project Budget in the Program Statement; building efficiency; unit cost data; fiscal impact, funding information and a monthly cash flow of the total project cost with OWNER assistance and approval.
- g. Project time line to include significant milestones.
- h. Preliminary narrative outline specifications including specification divisions 2 through 16.
- i. Preliminary code review statement and related floor plan in a format acceptable to the OWNER.

14. After the OWNER'S approval of SCHEMATIC DESIGN documents, the ARCHITECT/ENGINEER will submit an electronic copy of all floor plans to the OWNER'S REPRESENTATIVE for assignment of room numbers. The OWNER will assign room numbers to be used on all Project Documents requiring reference to room numbers.

#### 1.1.4 INTERMEDIATE DESIGN CHECKLIST:

1. At a point following Schematic Design Phase, prior to the completions of the Design Development Phase, the ARCHITECT/ENGINEER will prepare materials consistent with the Intermediate Design Checklist, Appendix 4, for the OWNER.

The ARCHITECT/ENGINEER will cease all design services following acceptance of the Intermediate Design Checklist materials until written authorization to proceed with the design and budget as approved in writing is received from the OWNER.

#### 1.1.5 DESIGN DEVELOPMENT PHASE

The ARCHITECT/ENGINEER will prepare from the approved Schematic Design Documents and any adjustments authorized by the OWNER, for review and approval by the OWNER, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project as to civil, landscape, architectural, structural, mechanical and electrical systems, materials and such other components as may be appropriate. At intervals mutually agreeable to the OWNER and ARCHITECT/ENGINEER, the ARCHITECT/ENGINEER will provide drawings and other documents for the OWNER'S review which depict the current status



of design development.

- 1. The ARCHITECT IS REQUIRED to provide detailed information and costs on movable equipment and furniture.
- 2. The ARCHITECT/ENGINEER IS REQUIRED to provide a survey of existing mechanical and electrical systems.
- 3. The ARCHITECT/ENGINEER IS REQUIRED to provide a re-evaluation and comparison of mechanical, electrical and structural systems determined in the Schematic Design Phase if so requested by the OWNER.
- 4. The ARCHITECT/ENGINEER WILL perform interior design services for selection of items specified by the ARCHITECT/ENGINEER, which will include the preparation of interior design boards to be provided to the OWNER for approval.
- 5. The ARCHITECT/ENGINEER IS REQUIRED to update color renderings to reflect changes in design development.
- 6. The ARCHITECT/ENGINEER IS REQUIRED to provide study model(s).
- 7. The ARCHITECT/ENGINEER IS REQUIRED to provide a display model.
- 8. The ARCHITECT/ENGINEER will provide the OWNER with a detailed unit-cost further refinement of the estimate of Construction Cost, in CSI format or other OWNER approved format, at the completion of the Design Development documents. In the event the estimate of Construction Cost at Design Development exceeds the Construction Cost allocation in the Project Budget, the ARCHITECT/ENGINEER will evaluate the project at no additional cost to the OWNER, to determine how the work can be accomplished within the Project Budget and design will not proceed until the Construction Cost estimate is within budget.
- 9. At the completion of the Design Development Phase, the ARCHITECT/ENGINEER, in coordination with the OWNER, will provide the following for the OWNER'S approval. Refinement of documents provided in the Intermediate Design Checklist.
  - a. A summary of the Project that includes: a site analysis (at both the macro and micro scale), architectural (including historical preservation issues if applicable), interior design, civil, structural, mechanical, electrical, including communications and security systems, acoustical, sustainable design and landscaping considerations. With these considerations as a basis for selection, include a description of the systems and materials. If there are any major discrepancies between Design Development and the

Program Statement, include explanations thereof.

- b. An account of what has been done to assure conformance with the OWNER's Sustainable Design Policy and Narrative regarding energy conservation to include: mechanical and electrical systems in addition to the building envelope. Provide an energy analysis showing the Project's conformance to the Nebraska Energy Code current during the design process.
  - c. Design Development drawings to include: a site plan, floor plans, elevations, and descriptive building cross sections.
  - d. Space comparison of areas by net assignable square feet and gross square feet with those in the Intermediate Design Checklist.
  - e. Project time line to include significant milestones.
  - f. Refined Outline Specifications.
  - g. Developed building code review statement and related floor plan in a format acceptable to the OWNER.
  - h. Electronic versions of all documents.
10. The ARCHITECT/ENGINEER, at completion of the Design Development Phase, will provide a furniture layout plan, subject to approval by the OWNER and based on existing furniture inventory as provided by the OWNER and/or new furniture where necessary, and as developed in coordination with the OWNER'S REPRESENTATIVE.
11. The ARCHITECT/ENGINEER IS REQUIRED to provide services for moving plans.

#### 1.1.6

#### CONSTRUCTION DOCUMENTS PHASE

The ARCHITECT/ENGINEER will prepare from the approved Design Development Documents and any further adjustments authorized by the OWNER, for approval by the OWNER, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the base bid, and ARCHITECT/ENGINEER-initiated alternate bids, if any, for the construction of the Project. The Construction Documents will include but not be limited to general work, civil work, landscaping, mechanical work, electrical work, elevator, casework and fixed equipment, raceways for energy management controls, CCTV, Telephone and Computer Networks, education equipment, etc. At intervals mutually agreeable to the OWNER and ARCHITECT/ENGINEER, the ARCHITECT/ENGINEER will provide Drawings and Specifications for the OWNER'S review and approval.

- 1. The architectural portion of the Construction Documents and general Construction Document coordination will be completed solely by the ARCHITECT/ENGINEER, and not by any ARCHITECT/ENGINEER'S SUBCONSULTANT
- 2. The ARCHITECT/ENGINEER will perform interior design services for color selection of items specified by the ARCHITECT/ENGINEER, which will include the preparation of color boards to be provided to the OWNER for approval. The ARCHITECT/ENGINEER will provide interior design services, including color selections for building finishes, required for or in connection with the selection, procurement, or installation of furniture, furnishings, signage, graphics, and related equipment as directed by the OWNER.
- 2. The ARCHITECT/ENGINEER IS REQUIRED to provide a building or room identification signage system.
- 3. The ARCHITECT/ENGINEER will cooperate with the OWNER on the development of a building or room identification signage system.
- 4. The ARCHITECT/ENGINEER IS REQUIRED to number rooms, corridors and other floor space configurations, on all contract documents, according to OWNER'S room identification system.
- 5. The ARCHITECT/ENGINEER IS REQUIRED to provide pathway and low voltage cable design services for a basic security system, excluding the specification of camera equipment, and telecommunications systems to be provided by the OWNER
- 6. The ARCHITECT/ENGINEER will cooperate with the OWNER on the design of the security system.
- 7. The ARCHITECT/ENGINEER IS REQUIRED to provide services for a feasibility study of a long range plan for utility services.
- 8. The ARCHITECT/ENGINEER will cooperate with the OWNER on the design and development of utility services.
- 9. The ARCHITECT/ENGINEER IS REQUIRED to provide services for separate contract documents for demolition or early site preparations.
- 10. The ARCHITECT/ENGINEER IS REQUIRED to provide services for obtaining bids for movable equipment.
- 11. The ARCHITECT/ENGINEER will cooperate with the OWNER on the selection, purchase, and installation of movable equipment.

- 12. The ARCHITECT/ENGINEER will provide one set of reproducible and 5 copied sets of the Construction Documents at 60 percent (60%), 95 percent (95%) and 100 percent (100%) completion for the OWNER'S review and use in printing. 95 percent (95%) completion will mean that the documents are 100% complete in every respect, except for incorporation of the OWNER'S final comments. The reproducible Drawings and Specifications will be returned to the ARCHITECT/ENGINEER after the OWNER has completed the printing.
- 13. Upon completion of the Construction Document Phase, the ARCHITECT/ENGINEER will provide Construction Documents for the OWNER'S approval. The ARCHITECT/ENGINEER will include a completed building code review and floor plan in a format acceptable to the OWNER.
- 14. The ARCHITECT/ENGINEER will provide the OWNER with a detailed unit cost estimate of Construction Cost and Project Cost, in CSI format, at the completion of the Construction Documents Phase prior to releasing the Construction Documents for bid. In the event the estimate of Construction Cost at Design Development exceeds the Construction Cost allocation in the Project Budget, the ARCHITECT/ENGINEER will evaluate the project at no additional cost to the OWNER, to determine how the work can be accomplished within the Project Budget and work will not proceed until the Construction Cost estimate is within budget.
- 15. The ARCHITECT/ENGINEER will assist the OWNER in filing the required documents for the approval of governmental authorities having jurisdiction over the Project.
- 16. The ARCHITECT/ENGINEER will cooperate with the OWNER to identify those items required for early order or delivery, if any, so that the Project is not delayed and will provide the necessary Drawings and Specifications required for separate bidding.
- 17. The ARCHITECT/ENGINEER will assist the OWNER in the preparation of the necessary bidding and/or proposal instructions and forms, the Conditions of the Contract and the form of Agreement between the OWNER and the CONTRACTOR.
- 18. Prior to bidding, the ARCHITECT/ENGINEER will submit in writing, and in a format agreeable to the OWNER, that in their opinion, the Project has been designed in compliance with the State Building Construction Act; the Nebraska Building Energy Conservation Standard and the OWNER'S Sustainable Design Policy; and the OWNER'S Sustainable Design Policy the Nebraska Accessibility Guidelines; the State Fire Marshal's regulations and is in conformance with applicable federal, state and local laws, orders, regulations, standards, codes and ordinances as interpreted by the governing authority during the design process. The ARCHITECT/ENGINEER will submit in writing whether the project in their opinion conforms to the Americans with Disabilities

Act (ADA) 1990 and, if not, what portions of the project do not conform to the ADA.

19. The ARCHITECT/ENGINEER will provide the OWNER with electronic versions of all contract documents upon completion of the Construction Documents Phase.

#### 1.1.7

#### BID PHASE

The ARCHITECT/ENGINEER, following the OWNER'S approval of the Construction Documents and the estimate of Construction Costs, will assist the OWNER and CONTRACTOR in obtaining bids or negotiated proposals and in awarding and preparing construction contracts. The ARCHITECT/ENGINEER will be present on the occasion of any pre-bid conference and bid opening for the Project. The ARCHITECT/ENGINEER in coordination with OWNER, will respond to questions from bidders, and will issue addenda.

1. The ARCHITECT/ENGINEER will assist the OWNER with printing and distributing plans and specifications for bidding purposes.

2. The ARCHITECT/ENGINEER will provide to the OWNER a set of electronic reproducible drawings and specifications for the OWNER'S use in printing and distribution.

3. The ARCHITECT/ENGINEER will assist the OWNER in evaluating the project bids and provide a letter evaluating the low responsible bid.

4. In the event that the lowest bona fide bid for the Work is in excess of the estimate of Construction Cost provided by the ARCHITECT/ENGINEER at the completion of the Construction Document Phase, the OWNER may:

- a. Give written approval of an increase in the previously approved estimate of Construction Cost; or
- b. In conjunction with the ARCHITECT/ENGINEER, evaluate the project at no additional cost to the OWNER, to determine if change orders can be initiated to allow the work to be accomplished within the estimate of the Construction Cost; or
- c. Authorize re-bidding or renegotiating of the Project within a reasonable time; or
- d. Cooperate with the ARCHITECT/ENGINEER who will revise the Project scope and/or Construction Documents, as directed by the OWNER and at no additional cost to the OWNER, on a timely basis so that bids or proposals may be received within the estimate of Construction Cost at the completion of the Construction Document Phase; or

- e. Terminate this Agreement in accordance with Section II, Article 4.4, and compensate the ARCHITECT/ENGINEER for services performed prior to termination, excluding Termination Expenses.

### 1.1.8

#### CONSTRUCTION ADMINISTRATION PHASE

The Construction Administration Phase will commence with the award of the Construction Contract and will terminate one year after the date of Substantial Completion.

- 1. The ARCHITECT/ENGINEER will provide administration of the Construction Contract as set forth in Section I, Article 1.1.6 of this Agreement, and in the 1997 edition of the General Conditions of the Contract for Construction, AIA Document A201-1997, as modified by the OWNER, current as of the date of this Agreement, and incorporated into this agreement by reference, unless otherwise provided in this agreement.
- 2. The ARCHITECT/ENGINEER will advise and consult with the OWNER during the Construction Administration Phase. The ARCHITECT/ENGINEER will have authority to act on behalf of the OWNER only to the extent provided in this Agreement, and in the General and Supplementary Conditions specified above, unless otherwise modified in writing.
- 3. A registered architect and/or registered engineer, or other similarly qualified bona fide employee of the ARCHITECT/ENGINEER approved in writing by the OWNER, representing the ARCHITECT/ENGINEER will make not less than one visit to the project site each \_\_\_\_\_ with the OWNER'S REPRESENTATIVE and will attend a \_\_\_\_\_ construction progress meeting during the progress of construction with the OWNER'S REPRESENTATIVE and the CONTRACTOR at a time mutually agreed upon between the OWNER'S REPRESENTATIVE, the CONTRACTOR and the ARCHITECT/ENGINEER. On the basis of on-site observations, the ARCHITECT/ENGINEER will endeavor to guard the OWNER against defects and deficiencies in the Work and will assist the OWNER in obtaining faithful performance of the Contract Documents.
- 4. The ARCHITECT/ENGINEER will not be responsible for and will not have control over or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work. The ARCHITECT/ENGINEER will not be responsible for the CONTRACTOR'S schedules or failure to carry out the Work in accordance with the Contract Documents. The ARCHITECT/ENGINEER will not have control over or charge of acts or omissions of the CONTRACTOR, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work. The ARCHITECT/ENGINEER will not be responsible for the performance by the CONTRACTOR of the services required by the

CONTRACTOR'S agreement with the OWNER.

5. The ARCHITECT/ENGINEER will at all times have access to the Work wherever it is in preparation or progress.

6. The ARCHITECT/ENGINEER will not determine the amounts owing to the CONTRACTOR and will not issue Certificates for Payment.

7. The ARCHITECT/ENGINEER will advise the OWNER in matters relating to rejection of Work that does not generally conform to the Contract Documents in writing. Whenever the ARCHITECT/ENGINEER, in his/her reasonable opinion, considers it necessary or advisable to ensure the proper implementation of the intent of the Contract Documents, ARCHITECT/ENGINEER will advise the OWNER to require special inspection or testing of the Work in accordance with the provisions of the Contract Documents whether or not such Work be then fabricated, installed or completed.

8. The ARCHITECT/ENGINEER, concurrently with the OWNER, will review required Shop Drawings, Product Data, Samples and other submissions of the CONTRACTOR for conformance with the design concept of the Work and for general compliance with the information given in the Contract Documents. On submittals in which the OWNER and ARCHITECT/ENGINEER disagree, the OWNER will have the final decision in regard to aesthetics, cost, or efficiency of the Work, products, materials or other submissions on the condition that it meets or exceeds the specification criteria in the Contract Documents.

a. The ARCHITECT/ENGINEER will then be responsible for furnishing one (1) reviewed and stamped copy to the OWNER for filing. All other copies will be returned to the Contractor.

b. The ARCHITECT/ENGINEER will then be responsible for furnishing reviewed and stamped copies to the OWNER for filing and distribution to CONTRACTOR.

9. The ARCHITECT/ENGINEER will prepare data for Change Orders and Construction Change Directives as required by the OWNER. The ARCHITECT/ENGINEER will receive a copy of all executed Change Orders and Construction Change Directives prepared by the OWNER.

10. The ARCHITECT/ENGINEER will assist the OWNER and the CONTRACTOR in determining the date or dates of Substantial Completion and Final Completion. The ARCHITECT/ENGINEER will receive and review written guarantees and related documents assembled by the CONTRACTOR and assist in the preparation of a Certificate(s) of Substantial Completion.

11. The ARCHITECT/ENGINEER will be, in the first instance, the interpreter of the requirements of the Contract Documents and the impartial judge of the performance thereunder by both the OWNER and CONTRACTOR. Interpretations and decisions of the ARCHITECT/ENGINEER will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in written or graphic form. The ARCHITECT/ENGINEER will make recommendations on all claims of the OWNER or CONTRACTOR relating to the execution and progress of the Work and on all other matters or questions related thereto in a timely manner.

12. The ARCHITECT/ENGINEER will assist the OWNER and CONTRACTOR in the preparation of a list of deficiencies, or a "punch list", to be attached to the Certificate(s) of Substantial Completion.

13. The ARCHITECT/ENGINEER will assist in commissioning the building and instructing the OWNER'S operation and maintenance personnel in the initial "start-up" of mechanical, electrical and special equipment systems.

#### 1.1.9

#### PROJECT RECORD DRAWINGS:

Project record drawings are the property of the OWNER and approval/acceptance of final as-built drawings will be completed before final payment is made.

1. The ARCHITECT/ENGINEER will deliver to the OWNER one (1) complete reproducible set of the project record drawings, including all applicable disciplines, showing all work developed in the ARCHITECT/ENGINEER'S office, plus all change orders, revisions, details, etc., recorded on the Project site by the CONTRACTOR and/or the OWNER'S REPRESENTATIVE made during the period of construction. The CONTRACTOR will be required to deliver to the ARCHITECT/ENGINEER one complete set of project drawings marked up with all changes that occurred during construction at the site, and reflecting exactly how the project was constructed. The ARCHITECT/ENGINEER will be responsible for the accuracy of drawings developed in the ARCHITECT/ENGINEER'S office. The ARCHITECT/ENGINEER will not be responsible for the changes at the site that are not provided by the CONTRACTOR.

2. The OWNER will review the as-built record drawings for completion, accuracy and other requirements. The drawings will be returned to the ARCHITECT/ENGINEER for corrections as necessary. The ARCHITECT/ENGINEER will make any corrections and deliver revised as-built drawings to the OWNER.

3. Upon OWNER'S final approval, the ARCHITECT/ENGINEER will provide one (1) complete set of appropriately labeled as-built drawings on mylar and:



- a. an electronic copy of all project record drawings on CD or DVD. The files will be in both PDF and CAD (AutoCAD 2006 or higher) format. CAD files will include all support files required to display and plot the files in the same manner as their submittals. Include all drawings contained in the hard copy submittal necessary for replicating a complete document set. These files will include, but are not limited to, Linetypes, plot configuration/style table files, font files, raster images, other graphic files, etc. The requirement for electronic form projects record drawings will consist of all information produced for the Construction Documents, including site and floor plans, major building elevations, cross-sections, minor cross-sections, mechanical & electrical systems, detail drawings, etc.
- b. A Computer Aided Design and Drafting (CADD) copy of the project record drawings in electronic form on CD, which consists of the format, organization, and type of drawings, as directed by the OWNER, and as described in the current version of the Campus Design Guidelines. The requirement for electronic form project record drawings will consist of all information produced for the Construction Documents, including site and floor plans, major building elevations, cross-sections, minor cross-sections and detail drawings. The electronic form of the project record drawings must be compatible with the OWNER'S Computer Aided Design and Drafting (CADD) system.
- c. A scanned copy of project record drawings in electronic form on CD, which consists of the format, organization, and type of drawings, as directed by the OWNER, and as described in the current version of the Campus Design Guidelines. The requirement for electronic form project record drawings will consist of all information produced for the Construction Documents, including site and floor plans, major building elevations, cross-sections, minor cross-sections and detail drawings. The electronic form of the project record drawings must be compatible with the OWNER'S current (TIF) Archive Storage File System.

1.1.10

POST OCCUPANCY INSPECTION:

- 1. The ARCHITECT/ENGINEER or designee, the OWNER'S REPRESENTATIVE and others as applicable who are involved in the Project will conduct a post-occupancy inspection in the period from ten to eleven months after the date(s) of Substantial Completion. ARCHITECT/ENGINEER will prepare a report detailing the findings of the post-occupancy inspection and provide two (2) copies to the OWNER. The inspection will include:
  - a. Review of Warranties - Interview appropriate operating and maintenance personnel to evaluate the performance of and inspect materials, systems and equipment under warranty. Document defects or

deficiencies and assist, as required, in administering corrective action by the CONTRACTOR.

- b. Evaluation of Design Services - Interview appropriate user groups to evaluate the operational effectiveness of the planned spaces, and the operational effectiveness of systems and materials. Document both positive and negative aspects of the design and recommend possible solutions to the problems in the design of the Project and future projects of similar type.

1.1.11 SUPPLEMENTAL SERVICES.

Supplemental Services will be provided by the ARCHITECT/ENGINEER as described in Addendum 5, and if authorized or confirmed in writing by the OWNER, and will be paid for by the OWNER, as provided in Section 2.1.2 in addition to the compensation for Basic Services:

- 1. Making revisions in Drawings, Specifications or other documents when such revisions are inconsistent with written approval or written instructions previously given and are due to causes beyond the control of the ARCHITECT/ENGINEER;
- 2. Providing consultation, IF MUTUALLY AGREED TO BY THE ARCHITECT/ENGINEER AND THE OWNER, concerning replacement of any Work damaged by fire or other cause during construction and furnish professional services as may be required in connection with the replacement of such Work;
- 3. Preparation of alternate bids requested in writing by the OWNER;
- 4. Provide LEED-NC Certification Services

**SECTION II - COMPENSATION**

2.1 THE OWNER will compensate the ARCHITECT/ENGINEER in accordance with the Terms and Conditions of this Agreement.

2.1.1 FOR BASIC SERVICES Compensation will be:

- 1. cost plus reimbursement of actual expenses with an agreed maximum amount of \$000,000.
- 2. a lump sum amount of \$000,000
- 3. a fee of approximately \_\_\_% of the Construction Cost

Construction Cost, used as a basis for fee determination will not include Change Orders. In addition, movable equipment, as well as all works of art, floor coverings, furniture and furnishings provided and installed by the OWNER, unless designed by the ARCHITECT/ENGINEER, together with the cost of observation or construction furnished by the OWNER, will be excluded from the Construction Cost in determining the ARCHITECT/ENGINEER'S fee.

2.1.2  FOR SUPPLEMENTAL SERVICES, as agreed to in writing by the OWNER, compensation will be computed as follows:

1. Principal's time will be computed at a fixed rate. For the purpose of this Agreement, the principals and their rate per hour as listed in Addendum 1.
2. Employee's time (other than Principals) will be computed at a fixed rate. For the purpose of this Agreement, the employee's functions and their rate per hour are as listed in Addendum 1.

2.1.3 PAYMENTS TO THE ARCHITECT/ENGINEER will be made as follows:

1. Payments for Basic Services will be made monthly in proportion to services performed so that the compensation at the completion of each Phase, except when the compensation is on the basis of hourly rates for Additional Services as listed in Addendum No. 1, will equal the following percentages of the total Compensation:

Program Verification Phase	5%
Schematic Design Phase	20%
Design Development Phase and Demolition Documents	40%
Construction Documents Phase	75%
Bid Phase	80%
Construction Administration Phase	
(AT Substantial Completion)	98%
(Upon Completion of Project Record Drawings)	100%

2. No payment will be made to the ARCHITECT/ENGINEER until the OWNER has received three copies of this Agreement in which the Terms of Execution and Acknowledgments are properly executed by the ARCHITECT/ENGINEER and three copies of the OWNER'S Certificate of Insurance Form are properly completed and executed.
3. Payments for Supplemental Services of the ARCHITECT/ENGINEER listed in Addendum 5 and for Reimbursable Expenses as defined in Section 2.1.6, will be made monthly upon presentation of the ARCHITECT/ENGINEER'S Application and Certificate for Payment.
4. No portion of the ARCHITECT/ENGINEER'S compensation will be withheld on account of penalty, liquidated damages, or other sums withheld from payment to CONTRACTOR, or on account of the cost of

changes in the Work other than those for which the ARCHITECT/ENGINEER has been judged to be liable.

5. The OWNER will make payment to the ARCHITECT/ENGINEER for services rendered within 30 days after receipt of the ARCHITECT/ENGINEER'S Application for Payment.
6. Payments due and unpaid under the Contract will bear interest from the date payment is due at the rates stated below. National Prime Rate as quoted in the Wall Street Journal at the 30th day of the month when payment is due or as provided in Neb. Rev. Stat. 81-2404 as presently in effect or as hereafter amended, whichever is lower.
7. Records of Reimbursable Expenses and expenses pertaining to Supplemental Services of the Project and for services performed on the basis of a Multiple of Direct Salary Expense will be kept on a generally recognized accounting basis and will be available to the OWNER or the OWNER'S authorized representative at mutually convenient times.

#### 2.1.4

FOR CHANGE ORDERS, compensation will be computed as follows:

1. For design services in connection with Change Orders and Construction Change Directives that are not due to 1) negligent acts, professional errors, or omissions of the ARCHITECT/ENGINEER, or 2) Value Engineering as a result of corrective action on the part of the ARCHITECT/ENGINEER, the ARCHITECT/ENGINEER will receive compensation for Change Orders approved by the OWNER as an Additional Service in an amount not to exceed twelve percent (12%) of the Change Order amount for changes under \$10,000, or an amount not to exceed ten percent (10%) of the Change Order amount for changes over \$10,000. Should any such design services not result in an increase in the Construction Costs, OWNER will compensate ARCHITECT/ENGINEER for those efforts as defined in paragraph 2.1.2 or a mutually agreeable fixed fee.
2. In the event the cost of the Project will be increased by alterations and/or additions of any kind which will not require additional drawings, specifications, and/or observation from the ARCHITECT/ENGINEER, then no additional compensation will be due or payable to the ARCHITECT/ENGINEER.
3. Additional design services required for Change Orders or Construction Change Directives made after the written approval of the Construction Documents Phase, which are the result of the ARCHITECT/ENGINEER'S negligent acts, professional errors or omissions, will be provided by the ARCHITECT/ENGINEER, but, will not be compensated for by the OWNER.

2.1.5 CHANGE OF SCOPE.

The OWNER and ARCHITECT/ENGINEER agree in accordance with the Terms and Conditions of this Agreement that if the scope of the Project is changed materially, through no fault of the ARCHITECT/ENGINEER, compensation will be subject to re-negotiation.

2.1.6 FOR REIMBURSABLE EXPENSES, amounts expended will be billed at direct cost. In addition, ONLY the following REIMBURSABLE EXPENSES are approved:

1. Expense of transportation and living (not including Direct Salary Expense) approved by the OWNER in writing when traveling outside of Nebraska in connection with the Project.
2. Expense of additional professional liability insurance if required by the OWNER.
3. If authorized in advance by the OWNER in writing, expense of overtime work requiring higher than regular rates.

2.1.7 DIRECT SALARY EXPENSE is defined as the salaries of professional, technical and clerical employees engaged on the Project by the ARCHITECT/ENGINEER. This excludes the cost of their mandatory and customary benefits, such as statutory employee benefits, sick leave, holidays, vacations, pensions, retirement plus employment taxes, social security, Worker's Compensation disability and life insurance benefits, medical and similar benefits.

2.1.8 IF THE BASIC SERVICES covered by this Agreement have not been completed in accordance with the schedule concurred in by the ARCHITECT/ENGINEER and OWNER, through no fault of the ARCHITECT/ENGINEER, the amounts of compensation, rates and multiples set forth in this Section I, Article 2 will be subject to re-negotiation to reflect any added costs not reasonably foreseeable at the time of execution of this Agreement.

### SECTION III - OWNER'S RESPONSIBILITIES

3.1 The OWNER will perform as follows:

1. The OWNER will designate a representative authorized to act in its behalf with respect to the Project. The OWNER or its representative will examine documents submitted by the ARCHITECT/ENGINEER and will render decisions pertaining thereto in a reasonable time period, to avoid unreasonable

delay in the progress of the ARCHITECT/ENGINEER'S services.

2. It is the intent of the OWNER to furnish to the ARCHITECT/ENGINEER full information for use in preparing plans. The services, information, surveys and reports will be furnished at the OWNER'S expense, and the ARCHITECT/ENGINEER will be entitled to rely upon the accuracy and completeness thereof.

a. a complete Program Statement regarding its requirements for the Project.

b. the Facilities Development Plan, Space Guidelines and topographic and soil test data.

c. copies of original project record drawings showing the existing building and any alterations made. The drawings are not represented as being complete or up-to-date and may require information that would be obtained by measurement and observation at the site.

d. a legal description and a certified land survey of the site, giving, as applicable, grades and lines of streets, alleys, pavements and adjoining property; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and full information concerning available service and utility lines both public and private, above and below grade, including inverts and depths. All the information on the survey will be referenced to a project benchmark.

2. The OWNER will assist the ARCHITECT/ENGINEER in determining special and technical equipment needs.

3. The OWNER will assist the ARCHITECT/ENGINEER in determining the location and size of all utilities serving the project site.

4. The OWNER will furnish information required of it as expeditiously as necessary for the orderly progress of the Work.

a. The OWNER will furnish, not later than completion of the Schematic Design Phase, detailed information on its equipment requirements (movable, special and technical equipment) including catalogue cuts that describe in detail all physical characteristics and requirements of that piece. This will include such information such as size, weight, form and configuration, heat generation characteristics, all utility requirements, utility service locations, and any other pertinent data necessary for the ARCHITECT/ENGINEER'S use for proper design of the Project.

- b. The OWNER will furnish, in the Schematic Design Phase, the services of a geotechnical engineer or other consultants when such services are deemed necessary. Such services may include test borings, test pits, soil bearing values, percolation tests, evaluations of hazardous materials, air and water pollution tests, ground corrosion and resistivity tests and other necessary operations for determining subsoil, air and water conditions as required, with reports and appropriate professional recommendations.
  
- b. The OWNER shall furnish the ARCHITECT/ENGINEER copies of landscape design and documentation (including narratives) during the Schematic Design, Design Development, and Contract Document Phases for the ARCHITECT/ENGINEER'S use in coordinating related disciplines.
  
- 5. The OWNER will furnish for itself such legal, accounting, and insurance counseling services as may be necessary for the Project and such auditing services as it may require to ascertain how or for what purposes the CONTRACTOR has used the money paid to him under the Construction Contract.
  
- 6. The OWNER will contract separately for the removal of asbestos, and if having knowledge of the presence of asbestos, will so advise the ARCHITECT/ENGINEER.
  
- 7. If the OWNER becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents, it will give prompt verbal notice followed by written notice thereof to the ARCHITECT/ENGINEER.
  
- 8. The OWNER will determine the amounts owing to the CONTRACTOR based on observation at the site and on evaluation of the CONTRACTOR'S Application for Payment.
  
- 9. The OWNER will furnish the ARCHITECT/ENGINEER copies of written communication with the Contractor.
  
- 10. The OWNER will furnish for itself, a Special Inspector, as defined in the applicable Building Code, representing the OWNER, who shall provide inspections during construction on types of work listed and in the manner described in the Building Code.
  
- 11. The OWNER will provide a Project Representative at the Project site who will furnish construction observation services and provide copies of any written reports to the ARCHITECT/ENGINEER.

#### **SECTION 4 - OTHER TERMS**

4.1

CONSTRUCTION COST

1. Estimates of Construction Cost prepared by the ARCHITECT/ENGINEER represent ARCHITECT/ENGINEER'S best judgment as a ARCHITECT/ENGINEER familiar with the construction industry. It is recognized, however, that neither the ARCHITECT/ENGINEER nor the OWNER has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices or over competitive bidding or market conditions.

2. Construction Cost does not include the compensation of the ARCHITECT/ENGINEER and the ARCHITECT/ENGINEER'S consultants, the cost of land, rights-of-way, financing or other costs which are the responsibility of the OWNER as provided in Section II, Article 2.

3. CONSTRUCTION COST will be determined as follows, with precedence in the order listed:

- a. In the event the project is constructed, the Construction Cost for Completed Construction will be the Contract Sum(s) approved in the Construction Contract(s) (excluding any OWNER initiated alternate bid(s) accepted). If the Construction Cost is less than the ARCHITECT/ENGINEER estimated Construction Cost at the time of bid, the Construction Cost will be defined as the lowest, responsible Base Bid received at bid. If the Construction Cost at the time of bid exceeds the ARCHITECT/ENGINEER estimated Construction Cost prior to bid, the Construction Cost will be defined as the ARCHITECT/ENGINEER estimated Construction Cost prior to bid.
- b. In the event the project is not constructed, the Construction Cost for Work Not Constructed, will be, (1) the lowest bona fide responsible Base Bid(s) accepted by the OWNER including any ARCHITECT/ENGINEER initiated alternate bid(s) accepted from a qualified bidder(s) for any or all such Work, or (2) if the Work is not bid, then the Construction Cost will be the Construction Cost stated in the last OWNER approved written Construction Cost estimate.

4.2 PROJECT FUNDS. The ARCHITECT/ENGINEER and OWNER understand that sufficient funds have been allocated to complete design services. In consideration of this fact, the ARCHITECT/ENGINEER and OWNER agree that the ARCHITECT/ENGINEER will proceed with BASIC SERVICES for the Project based upon a time schedule that will permit the issuance of bid documents in accordance with the schedule concurred in by the ARCHITECT/ENGINEER and the OWNER.

4.3 CHANGE ORDERS AND CONSTRUCTION CHANGE DIRECTIVES. Design Services in connection with a Change Order or Construction Change Directive will be determined to be the result of the ARCHITECT/ENGINEER'S negligent acts, professional errors or omissions if the OWNER and the



ARCHITECT/ENGINEER mutually consent to such a determination. Should the OWNER and the ARCHITECT/ENGINEER fail to reach such an agreement after good faith negotiation, the OWNER and the ARCHITECT/ENGINEER will choose a third party mutually agreeable to each to provide non-binding mediation services with respect to any individual or group of Change Orders or Construction Change Directives. If the OWNER and the ARCHITECT/ENGINEER are unable to agree upon a mediator, each will choose an independent party and those independent parties will choose a mediator. The OWNER and the ARCHITECT/ENGINEER will participate in the mediation process in a good faith attempt to reach a mutually acceptable solution. The mediator will direct the mediation process including selection of a forum, informal discovery, and any other procedures that may suit the situation. The mediator will provide the parties with a written determination of the decision. The costs of mediation services will be shared equally between the OWNER and the ARCHITECT/ENGINEER, unless the mediator finds that a party's position was not substantially justified or the party engaged in conduct which unduly and unreasonably protracted the final resolution of the matter in controversy, in which case such party may bear a higher portion or all of the costs. Other than as set out herein, this paragraph will not act as a waiver of any rights or remedies the parties may have, either by contract or by operation of law.

#### 4.4

#### TERMINATION, SUSPENSION OR ABANDONMENT

1. THIS AGREEMENT MAY BE TERMINATED by either party upon not less than seven days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.
2. If the Project is suspended for more than three months or abandoned in whole or in part, the ARCHITECT/ENGINEER will be compensated for services performed prior to receipt of written notice from the OWNER of such suspension or abandonment, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section II, Article 4.4 resulting from such suspension or abandonment. If the Project is resumed after being suspended for more than three months, this Agreement will be subject to renegotiations.
3. If the Project is suspended for more than two years, said determination of suspension to be made by the OWNER in good faith, then upon written notice given to the ARCHITECT/ENGINEER by the OWNER, this Agreement will terminate, and any outstanding obligations remaining under this Agreement on the part of either the OWNER or the ARCHITECT/ENGINEER will be deemed satisfactory.
4. In the event of termination due to the fault of parties other than the ARCHITECT/ENGINEER, the ARCHITECT/ENGINEER will be compensated for services performed to termination date, including Reimbursable Expenses then due and all Termination Expenses as defined in Section II, Article 4.4.

5. TERMINATION EXPENSES are in addition to compensation for Basic and Additional Services, and include expenses directly attributable to termination. Termination Expenses will be computed as a percentage of the total compensated for Basic Services earned to the time of termination, as follows:

Twenty percent (20%) of the total compensation for Basic Services earned to date if termination occurs during the Schematic Design Phase; or

Ten percent (10%) of the total compensation for Basic Services earned to date if termination occurs during the Design Development Phase; or

Five percent (5%) of the total compensation for Basic Services earned to date if termination occurs during the Construction Documents or Bid Phases; or

Zero percent (0%) of the total compensation for Basic Services earned to date if termination occurs during the Construction Administration Phase.

6. The ARCHITECT/ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for him/her, to solicit or secure this Agreement and that he/she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for him/her, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from award or making of this Agreement.

7. Upon violation of Section II, Article 4.4, the OWNER will have the right to terminate this Agreement without liability and, at OWNER'S discretion, to deduct from the ARCHITECT/ENGINEER'S fee, or otherwise recover, the full amount of such fee, commission, percentage or consideration.

#### 4.5 OWNERSHIP OF DOCUMENTS

1. The Program Statement, Design Data Document, Project Documents and Record Drawings are the property of the OWNER whether the Project for which they are made is executed or not. The use or reuse of the Drawings and Specifications by the OWNER or others without the written consent of the ARCHITECT/ENGINEER will be at the OWNER'S sole risk and without liability to the ARCHITECT/ENGINEER.

2. The ARCHITECT/ENGINEER, in coordination with the OWNER, will have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the ARCHITECT/ENGINEER'S promotional and professional materials. The ARCHITECT/ENGINEER'S materials will not include the OWNER'S confidential or proprietary information if the OWNER has previously advised the ARCHITECT/ENGINEER of specific confidential or proprietary information. The OWNER will assist the ARCHITECT/ENGINEER in obtaining professional credit for the ARCHITECT/ENGINEER on the construction sign, if any. In OWNER produced promotional materials for the Project, the ARCHITECT/ENGINEER

will obtain professional credit when applicable.

#### 4.6

### INSURANCE

The ARCHITECT/ENGINEER will purchase and maintain during the life of the Agreement, the minimum coverage specified in the preparation instructions of the OWNER'S Certificate of Insurance, University Standard Form, Addendum 3. The ARCHITECT/ENGINEER may secure higher limits of protection but the OWNER will not reimburse any associated cost. Unless otherwise stated, the ARCHITECT/ENGINEER will secure insurance coverage for the following:

1. GENERAL LIABILITY - The insurance policy will be written on an "Occurrence Coverage Form" and be accompanied by an endorsement stating that, the General Aggregate Limit under Limits of Insurance applies separately to each of the ARCHITECT/ENGINEER'S projects away from premises owned by or rented to the ARCHITECT/ENGINEER and must be so stated on the Certificate. The coverage must include medical payments for bodily injury caused by an accident occurring in the "coverage territory."
2. ARCHITECT/ENGINEER'S PROFESSIONAL LIABILITY
  - A. The ARCHITECT/ENGINEER'S insurance will provide coverage for claims and expenses arising out of liability for negligent acts, professional errors or omissions on the part of the ARCHITECT/ENGINEER or the ARCHITECT/ENGINEER'S agents, employees and staff. The policy form may be on a "claims made occurrence" or "claims made project" coverage basis. Unless additional coverage is required as explained below, the cost of professional liability insurance is not a reimbursable expense.
  - B. The OWNER may require additional professional liability insurance coverage that will apply separately to each job location. The OWNER will specify the duration and amount of separate insurance coverage required. When separate insurance is required the full amount of the ARCHITECT/ENGINEER'S professional liability coverage limit stated on the Certificate of Insurance will apply only to the work performed in accordance with this Agreement. The OWNER will negotiate with the ARCHITECT/ENGINEER a reimbursement for the cost of the separate professional liability insurance required.
3. AUTOMOBILE LIABILITY - Coverage may be in the form of Combined Single Limit or individually stated limits.
4. EXCESS LIABILITY - A policy will, as a minimum, include the same coverage provided in the primary coverage. Excess liability may extend coverage's for General, Professional and Automobile Liability policies. A combination of excess and primary coverage may be used to meet the limits of coverage.
5. WORKERS COMPENSATION - The ARCHITECT/ENGINEER, Engineer

and CONTRACTOR will maintain workers compensation insurance as required by the Statutes of the State of Nebraska for the full duration of this agreement.

6. EMPLOYERS LIABILITY -The INSURER will provide coverage for the amount stated in the Certificate of Insurance.

7. POLICY CANCELLATION OR TERMINATION - The ARCHITECT/ENGINEER must have its insurance company issue an endorsement to their policy(ies) stating that ten days notice will be given to the ARCHITECT/ENGINEER before cancellation or termination or when, for whatever reason, the aggregate of any policy has been consumed. The ARCHITECT/ENGINEER will immediately notify the OWNER of the change in coverage upon receipt of notification.

8. CERTIFICATE OF INSURANCE - Before beginning operations under and throughout the life of this Agreement, the ARCHITECT/ENGINEER will furnish the OWNER a Certificate of Insurance showing the issuance of insurance in limits as specified in the Certificate, Addendum 3, by companies licensed to do business in the State of Nebraska. All such certificates will be submitted on a University Standard Form, Addendum 3 or an ACORD form.

9. DEDUCTIBLE - The INSURED will notify the OWNER of the amount of deductible retained for any coverage required.

#### 4.7

#### EQUAL EMPLOYMENT OPPORTUNITY

1. During the performance of this Agreement, the ARCHITECT/ENGINEER agrees to comply with the Nebraska Fair Employment Practice Act.

2. The ARCHITECT/ENGINEER and any sub-consultant(s) of the ARCHITECT/ENGINEER will comply with the Nebraska Fair Employment Practice Act and any breach of this provision will be regarded as a material breach of this Agreement.

3. The ARCHITECT/ENGINEER will insert the following provision in all consulting agreements for services to be performed for this Project:

"The Nebraska Fair Employment Practice Act prohibits the OWNER and anyone directly employed by the OWNER from discriminating against any employee or applicant for employment to be employed in performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment because of his or her race, color, religion, sex, disability, marital status or national origin."

#### 4.8

SUCCESSORS AND ASSIGNS. The ARCHITECT/ENGINEER and OWNER each bind him/herself, his/her partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect

to all covenants of this Agreement. Neither the OWNER nor the ARCHITECT/ENGINEER will assign, sublet or transfer his/her interest in this Agreement without the written consent of the other.

4.9 EXTENT OF AGREEMENT

1. This Agreement represents the entire and integrated agreement between the OWNER and the ARCHITECT/ENGINEER and supersedes all prior negotiations, representations or agreements, either written or oral for this Project.

2. This Agreement may be amended only by written instrument signed by both the OWNER and ARCHITECT/ENGINEER.

3. No waiver of any of the conditions or provisions of this Agreement will be implied; and no waiver expressed in writing will affect any provision or condition of this Agreement other than the particular one specified in such a written waiver, and that particular one only for the time and in the manner specifically stated in the written waiver.

4. Terms in this Agreement will have the same meaning as those in the 1997 edition of AIA Document A201, General Conditions of the Contract for Construction as modified by the OWNER, and the OWNER'S Supplementary Conditions of the Contract for Construction, current as of the date of this Agreement.

5. Nothing contained in this Agreement will create a contractual relationship with or a cause of action in favor of a third party against either the OWNER or ARCHITECT/ENGINEER.

4.10 GOVERNING LAWS AND SEVERABILITY

1. This Agreement will be governed by and construed according to the laws of the State of Nebraska.

2. In the event that any provision of this Agreement, not essential to its overall purpose, will be found or declared illegal for any reason, the balance of the Agreement will nevertheless be severable and remain enforceable.

4.11 CERTIFICATE. The ARCHITECT/ENGINEER certifies that the wage rates and other factual unit costs supporting compensation for professional services set forth in this Agreement are accurate, complete and current at the time of the signing of this Agreement.

TERMS OF EXECUTION

IN TESTIMONY WHEREOF, the parties of this Agreement have hereunto attached their signatures respectively, THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA and the ARCHITECT/ENGINEER with their Corporate Seal attached.



ARCHITECT/ENGINEER PORTION

Seal

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UNIVERSITY PORTION

THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA

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Name

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Office of the Vice Chancellor  
for Business and Finance

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 \_\_\_\_\_, 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 \_\_\_\_\_ 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 \_\_\_\_\_, 20 \_\_\_\_.

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

**ADDENDUM NO. 1**

**HOURLY RATES FOR ADDITIONAL SERVICES**

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



**ADDENDUM NO. 2**

**PROJECT TEAM:**

Principal:

Manager:

Architect:

Structural Engineer:

Mechanical Engineer:

Electrical Engineer:

Civil Engineer:

Cost Estimator:

Construction Administrator:

LEED Accredited Professional:

**SCHEDULE:**

Commence Schematic Design

Schematic Design Complete (including Owner Review)

Design Development Complete (including Owner Review)

Construction Documents Complete (including Owner Review)

Release Bid Documents

Bid Opening

Commence Construction

Construction Complete

Owner Occupancy

**ADDENDUM NO. 3**

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(Project Name)

Certificate of Insurance Attached

**ADDENDUM NO. 4**

**INTERMEDIATE DESIGN CHECKLIST**

Project:	Project #:
Project Manager:	Date:

General Information

- Determine the project design and construction schedule
- Determine the project budget with analysis of building efficiency, unit cost data, and projected monthly cash flow.
- Reconcile (align) budget with scope
- Develop building code review and provide list of issues for the project to address
- Develop cost estimate in CSI format, by system
- Conduct Expectations Work Session (optional)
- Outline a Community Outreach Plan (optional)
- Present Schematic Design to User/Technical Groups
- Determine the mechanical, electrical, plumbing and fire protection systems
- Develop sustainability components
- Determine the site design
- Determine the building design
- Code preliminary reviews

Site

- Draft of Site Logistics Plan
- Site Development Plan (include bike & pedestrian circulation; connective elements; fire equipment access; landscape & hardscape plans; paving and parking requirements; grading plan, existing utilities locations; off-site and on-site utility loads and connection points; property lines; setbacks; project boundaries; draft SWPP plan; Site Logistics Plan [outline included]; tree protection plan)
- Original site drawings

- Site access & materials delivery\*
  - Lay down area\*
  - Crane location(s)\*
  - Security/Safety requirements\*
  - Site preservation\*
  - Traffic re-routing (vehicular and pedestrian)\*
  - Temporary services\*
  - Mitigation of environmental pollution, dust, noise, etc.\*
  - Site boundaries\*
  - Delivery access\*
  - Emergency vehicle access\*
  - Bicycle and pedestrian access and flow\*
  - Campus parking\*
  - Construction parking\*
  - Fencing location\*
  - Trailer location(s)\*
  - Temporary services\*
  - Signage plan\*

\*CM/DB Delivery Method requires these also.

### Plans

- Preliminary building plans, sections, elevations
- ADA accessibility
- Hazardous chemical zones
- Study models, perspective sketches, electronic modeling or combinations of these media (specify)
- Concept designs (size, type and general location) for major building systems
- Building structure, configuration and construction materials
- Structural framing system and shear wall locations
- Major design features explored and refined
- Egress and exiting
- Preliminary furniture plan
- Preliminary lab equipment plan
- Reflected ceiling plans of major spaces
- Casework location
- Occupancy separations and rated wall locations
- Vertical circulation locations and sizes
- Door locations and handing
- Specialty locations (whiteboards and screens)
- Card reader locations
- Security/CCTV locations
- Roof plans with roof pads and drains
- Preliminary lighting and power plans
- Mechanical single line plan
- Mechanical, Electrical, and Telecom Room layouts
- Overall dimensions and square footages
- Locate mechanical equipment
- Principal floor plans
- Fenestration and doors
- Utility main locations and entrances
- Cable tray locations

### Elevations

- Roof system selections
- Exterior skin materials and colors
- Finish building grades
- Storm drainage solution
- Specialty structures (bridges, other buildings height and floor plan dimensions)

### Sections

- Building Sections showing floor-to-floor heights, space relationships, and mechanical plenums
- Exterior wall sections

### Details

- Screening and sight lines
- Site retaining walls
- Site lighting requirements
- Color renderings

- Specialty walls (blast walls, dust barriers)

#### Project Manual

- Outline a commissioning strategy plan
- MEP FP systems outline and suggested equipment preferences (include MEP FP systems coordination with wall ratings; single line drawings for security, telecom/data, audio visual; vibration criteria; acoustic criteria; routing & racking strategy for process piping; cable tray locations; exiting)
- Preliminary Room finish schedule
- Signage/wayfinding narrative
- Specifications outline
- Fume hood and lab equipment inventory
- Sustainability components plan
- Soils testing and structural foundation system
- Systems to be commissioned and preliminary commissioning requirements and plan
- Peer Review Reports, if applicable
- Project schedule – design and construction durations (identify internal/user group design review times; peer review schedule; project phasing requirements; contingency times to redesign to resolve scope/budget issues; Board of Regents and CCPE approval dates)
- Total Project Cost estimate prepared by qualified professionals (RP-6.3.11.3).
- Board of Regents Agenda Summary for Project Approval
- Develop outline specifications using Master Format 2004
- Space comparison of areas by net assignable square feet and gross square feet
- Project summary including: site analysis (macro and micro scale), interior design, mechanical, electrical including communications and security systems, acoustical and landscaping considerations.
- Energy analysis
- Preliminary Total Cost of Ownership analysis showing component selections that have opportunities for lower total life cycle costs.

**ADDENDUM NO. 5**

**SUPPLEMENTAL SERVICES**

(Insert for each project)

Example: LEED-NC Certification Services

Compensation type and amount with detailed breakdown of fees... FOR EXAMPLE “a lump sum of \$\_\_\_\_\_ to include the following:

Concept/Schematic Design:	\$
Design Development:	\$
Energy Modeling:	\$
Daylight Modeling:	\$
CD's/Specifications:	\$
Bid/Negotiations:	\$
Construction Administration:	\$
Documentation:	\$
Commissioning:	\$
Final Report:	\$

Reimbursable expenses for LEED certification are a not to exceed maximum allowance of \$\_\_\_\_\_.

**1.8 PROJECT REPRESENTATION BEYOND BASIC SERVICES**

**1.8.1 LEED-NC CERTIFICATION**

The ARCHITECT/ENGINEER shall revise the LEED Certification Plan as the design and construction of the Project progresses to reflect any changes approved by the OWNER.

**1.8.2 LEED CERTIFICATION DOCUMENTATION**

The ARCHITECT/ENGINEER shall organize and manage the LEED design documentation and certification process. The ARCHITECT/ENGINEER shall review the LEED certification process and regularly report progress to the OWNER. A full update of the certification plan is required at the end of each phase of design, and after any change in the plan.

The ARCHITECT/ENGINEER shall provide the services of LEED accredited professionals necessary for certification of the Project.

The ARCHITECT/ENGINEER shall register the Project with the US Green

Building Council (USGBC). Registration fees charged by the USGBC shall be a reimbursable expense.

The ARCHITECT/ENGINEER shall prepare submittals for Credit Rulings from the USGBC for interpretation of credit language, principles, or implementation strategies. Credit Ruling fees charged by the USGBC shall be a reimbursable expense.

The ARCHITECT/ENGINEER shall prepare and submit a LEED Certification Application for the Project to the USGBC, including required calculations and documentation for each LEED credit claimed, in accordance with the LEED Certification Plan.

The ARCHITECT/ENGINEER shall prepare responses and submit additional documentation required by comments or questions received from the USGBC after review of the original submission for certification.

The ARCHITECT/ENGINEER shall provide the OWNER with the USGBC registration report, submittal documents for Credit Rulings, USGBC responses, LEED Certification Application and other correspondence with the USGBC for this project at the time the document is submitted or when a response is received from the USGBC.

### 1.8.3 LEED CERTIFICATION SPECIFICATIONS DURING THE DESIGN PHASE

The ARCHITECT/ENGINEER shall provide a building energy model at the end of the schematic design, design development and construction document phase to assist in creating an efficient building envelope and systems design.

The ARCHITECT/ENGINEER shall provide specifications that incorporate LEED requirements for inclusion in the Contract Documents. The Contract Documents shall define the Contractor's responsibilities and documentation requirements related to LEED certifications, including Construction Waste Management, Construction Indoor Air Quality, and obtaining materials credits.

### 1.8.4 LEED CERTIFICATION SERVICES DURING BIDDING

The ARCHITECT/ENGINEER shall attend the pre-bid meeting to review the difference between current standard construction practices and LEED principles, procedures, and requirements.

The ARCHITECT/ENGINEER shall prepare responses to questions from prospective bidders and provide clarifications and interpretations of the Bidding Documents related to LEED certification in the form of addenda, for issuance by the OWNER.

The ARCHITECT/ENGINEER shall consider request for substitutions, if

permitted by the Bidding Documents, and shall prepare addenda identifying approved substitutions related to LEED certification.

The ARCHITECT/ENGINEER shall assist the OWNER in bid evaluation and determination of the successful bid, related to LEED certification.

1.8.5 LEED CERTIFICATIONS SERVICES DURING CONTRACT ADMINISTRATIONS

The ARCHITECT/ENGINEER shall provide for oversight, coordination, submittal review, regular on-site observation, supplemental clarification documentation, and pre-occupancy commissioning during the construction contract administration phase necessary in order to provide LEED certification requirements. Provide a monthly status report of Contractor dependent LEED credits.

The ARCHITECT/ENGINEER shall review and document changes in the Work related to LEED certifications. The ARCHITECT will notify the OWNER if any requested changes would result in a material change to the LEED certification.

1.8.6 FINAL LEED CERTIFICATION REPORT

The ARCHITECT/ENGINEER shall prepare a final LEED Certification Report documenting the LEED rating the Project achieved, including the LEED Certification Plan, LEED Certification Documentation submitted, LEED Certification Reviews received from the USGBC, together with the specific LEED points that the Project is recognized as having received, all clarifications or interpretations of credits, and any re-certification requirements.

Provide a copy of the final LEED Certification Report to the OWNER.