

## Agreement for Design Services of

**<<Project Name>>**  
**NU Project Number: <<Project Number>>**

Between the Board of Regents of the University of Nebraska,  
a public body corporate of the State of Nebraska, hereinafter "Owner" or "University," and

**<< Legal Name of Architect/Engineer>>**  
**<<Address>>**  
**<<City>>**

THIS AGREEMENT made and entered into on <<Date>> of <<Month>> in the year <<Year>>,

BY AND BETWEEN the Owner: the BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA,  
hereinafter called "Owner" , and the Architect/Engineer: hereinafter called "Architect/Engineer" or  
"Vendor", for the following Project:

**<<Project Number – Project Name>>**

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
Addendum 6.	Miscellaneous Terms and Conditions

## SECTION 1 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

Electronic Verification - Architect/Engineer shall use an electronic verification system to determine the work eligibility status of any new employees physically performing services within the State of Nebraska, as required pursuant to Neb. Rev. Stat. §§4-108 to 4-114 as of the effective date of this Contract, or as such law may be amended from time-to-time. Compliance with these Nebraska statutes shall be considered a material term of this Contract.

.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](#) in effect at the time of agreement execution incorporated herein by this reference. The Architect/Engineer will be responsible for any and all costs relating to the Architect/Engineer's negligent or intentional failure to conform to 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 in the form of an approved [Design Guideline Revision Request](#).

☒ .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 AUTODESK REVIT 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 current United States National CAD Standard, 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 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 line type 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, line types, 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 <<Approval 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 (Timeline) 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, Construction Manager, and Architect/Engineer will jointly review the estimate and reconcile any cost estimate differences, with all 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/Engineer, in coordination with the Owner, will provide an electronic 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. An electronic copy of the rendering will be included.
- 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 timeline to include significant milestones.
- h. Preliminary narrative outline specifications including specification divisions 2 through 49.
- 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 review of room numbers. The assigned room numbers will 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, Addendum 4, for 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/Engineer 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. 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 sub-consultant.

.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.

.3 The Architect/Engineer is required to provide a building or room identification signage system.

.4 The Architect/Engineer will cooperate with the Owner on the development of a building or room identification signage system.

.5 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.

.6 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.

.7 The Architect/Engineer will cooperate with the Owner on the design of the security system.

.8 The Architect/Engineer is required to provide services for a feasibility study of a long-range plan for utility services.

.9 The Architect/Engineer will cooperate with the Owner on the design and development of utility services.

- ☒ .10 The Architect/Engineer is required to provide services for separate contract documents for demolition or early site preparations.
- ☒ .11 The Architect/Engineer is required to provide services for obtaining bids for moveable equipment.
- ☒ .12 The Architect/Engineer will cooperate with the Owner on the selection, purchase, and installation of movable equipment.
- ☒ .13 The Architect/Engineer will provide an electronic copy in Portable Document Format (.pdf) of the Construction Documents at 50 percent (50%), 95 percent (95%), and 100 percent (100%) completion for the Owner's review and use in printing.
- ☒ .14 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.
- ☒ .15 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.
- ☒ .16 The Architect/Engineer will assist the Owner in filing the required documents for the approval of governmental authorities having jurisdiction over the Project.
- ☒ .17 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.
- ☒ .18 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.
- ☒ .19 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; 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) 2010 and, if not, what portions of the project do not conform to the ADA.
- ☒ .20 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.
- ☒ .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 4, 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 1, Article 1.1.6 of this Agreement, and in the [General Conditions](#) of the Contract for Construction, 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 <<day, week, month, year>> with the Owner's Representative and will attend a <<interval>> 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 their 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. 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 and to the Contractor through the Owners' Project Management System.

.9 The Architect/Engineer will prepare data for Change Proposal Requests and Construction Change Directives as required by the Owner. The Architect/Engineer will have access to 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 in:

☒ .a An electronic copy of all project record drawings. The files will be in both PDF, CAD, and REVIT 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, 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, 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 and submitted to the Owners' Project Management 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 electronic files 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 2  
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 and agreed upon maximum amount of **<< Printed Dollar Amount>> and 00/100's dollars (U.S.) (\$<<Numerical Dollar Amount.00>>).**
- .2 a lump sum amount of **<< Printed Dollar Amount>> and 00/100's dollars (U.S.) (\$<<Numerical Dollar Amount.00>>).**
- .3 a fee approximately **<<Number>>** % of the Construction Cost.

Construction Cost, used as 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 Payment 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	25%
Design Development Phase and Demolition Documents	45%
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 an Agreement in which the Terms of Execution are properly executed by the Architect/Engineer and a copy of the Owner's Certificate of Insurance Form which is 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 45 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 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, other than as required to perform Basic Services.

.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.

**2.2 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 2, Article 2.1 will be subject to re-negotiation to reflect any added costs not reasonably foreseeable at the time of execution of this Agreement.

**SECTION 3  
OWNER'S RESPONSIBILITIES**

**3.1 The Owner will perform as follows:**

- .1 The Owner shall designate a representative, **<<Insert Name of Representative>>**, who will be 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.
  
- .3 The Owner will assist the Architect/Engineer in determining special and technical equipment needs.
  
- .4 The Owner will assist the Architect/Engineer in determining the location and size of all utilities serving the project site.
  
- .5 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.

- .c 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.
- .6 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 them under the Construction Contract.
- .7 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.
- .8 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.
- .9 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.
- .10 The Owner will furnish the Architect/Engineer copies of written communication with the Contractor.
- .11 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.
- .12 The Owner will provide a Project Representative at the Project site who will complete inspections and construction observation services. Written reports will be made available 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 an 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 3, Article 3.1.2.
- .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 this Section 4, 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 this Section 4, 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 they have not employed or retained any company or person, other than a bona fide employee working solely for them, to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for them, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from award or making of this Agreement.

.7 Upon violation of this Section 4, 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, [UNFP 6.3.1.1.3](#). 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." Each such policy of comprehensive general liability insurance shall be kept in force until the date of formal written acceptance of the construction work on a Project by the Architect/Engineer and the Owner.

#### **.2 Architect/Engineer's Professional Liability**

.a The Architect/Engineer's Professional Liability 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. Each such policy of professional liability insurance shall be kept in force for a period of at least two (2) years after the date of substantial completion of a Project.

.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. Each such policy of comprehensive automobile liability insurance shall be kept in force until the date of formal written acceptance of the construction work on a Project by the Architect/Engineer and the Owner.

.4 Excess Liability - A policy will, as a minimum, include the same coverage provided in the primary coverage. Excess liability may extend coverages for General, Professional and Automobile Liability policies. A combination of excess and primary coverage may be used to meet the limits of coverage. Each such policy of excess liability insurance shall be kept in force until the date of formal written acceptance of the construction work on a Project by the Architect/Engineer and the Owner.

- .5 Workers' Compensation - The Architect/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. Each such policy of workers' compensation insurance shall be kept in force until the date of formal written acceptance of the construction work on a Project by the Architect/Engineer and the Owner.
- .6 Employers Liability - The Insurer will provide coverage for the amount stated in including all states endorsement, in the minimum amount that is equal to or greater than the Nebraska Statutory Limits. Each such policy of employers' liability insurance shall be kept in force until the date of formal written acceptance of the construction work on a Project by the Architect/Engineer and the Owner.
- .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 of Insurance Preparation Instructions, by licensed companies acceptable to Owner. All such certificates will be submitted on a University Standard Form, [UNFP 6.3.1.1.2](#) or an ACORD form.

#### **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 themselves, their 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 their 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 Owner's [General Conditions](#), 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 Certification

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 WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first above written.

<<LEGAL NAME OF COMPANY>>

**THE BOARD OF REGENTS OF THE  
UNIVERSITY OF NEBRASKA**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**CERTIFIED COPY OF RESOLUTION**

BE IT RESOLVED, that the following named individuals, and each of them, are hereby authorized as employees of <<Legal Name of Company>> to execute in its behalf all contracts, agreements and releases which they, in their discretion, approve, each such employee being separately and independently authorized to so act without the concurrence or joinder in such action by and of the other named employees (List individual name(s) below):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

Secretary of the Corporation

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

Corporation

**CERTIFIED COPY OF RESOLUTION**

BE IT RESOLVED, that the following named individuals, and each of them, are hereby authorized as employees of <<Legal Name of Company>> to execute in its behalf all contracts, agreements and releases which they, in their discretion, approve, each such employee being separately and independently authorized to so act without the concurrence or joinder in such action by and of the other named employees (List individual name(s) below):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

I hereby certify that I am Secretary of <<Legal Name of Company>>, that as such I have access to the books and records of the Company; that the foregoing is an excerpt from the minutes of the Members/Managers' Meeting of <<Legal Name of Company>> a <<State>> Limited Liability Company, held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a quorum being present; and that no action has been taken by the Members/Managers of said Company since said date that would have effect of changing or altering the authority granted therein.

Secretary of the Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

LLC/Partnership

**CERTIFIED COPY OF RESOLUTION**

BE IT RESOLVED, that the following named individuals, and each of them, are hereby authorized as employees of <<Legal Name of Company>> to execute in its behalf all contracts, agreements and releases which they, in their discretion, approve, each such employee being separately and independently authorized to so act without the concurrence or joinder in such action by and of the other named employees (List individual name(s) below):

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

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

I hereby certify that I am the Sole Proprietor of <<Legal Name of Company>>, that as such that no action has been taken by the Sole Proprietor of said Company that would have effect of changing or altering the authority granted therein.

Sole Proprietor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

Sole Proprietor

**Addendum 1**  
**Direct Salary Expense**

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

**Addendum 2**  
**Project Team, Consultant Profile and Schedule**

**Project Team:**

Principal\*

Manager

Architect

Structural Engineer

Electrical Engineer

Civil Engineer

Cost Estimation\*

Construction Administration\*

\* Required Roles

**Schedule:**

Programming

Schematic Design

Design Development

Contract Documents

Bidding

Construction Administration

Final Deliverables due to the Owner

**Addendum 3  
Certificate of Insurance**

## Addendum 4 Intermediate Design Checklist

### 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 SWPPP 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) \*
- 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.

## **Addendum 4 - Continued Intermediate Design Checklist**

### **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 Design
- 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

## **Addendum 4 - Continued Intermediate Design Checklist**

### **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
- 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 (UNFP-[6.3.6.3.1](#)).
- Board of Regents Agenda Summary for Project Approval
- Develop outline specifications using current edition MasterFormat
- 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 5  
Supplemental Services**

## **Addendum 6**

### **Miscellaneous Terms & Conditions**

1. **General.** The Agreement may not be changed in any way except by an instrument in writing signed by both parties. The Contract Documents cancel and supersedes any prior understandings or agreements between the parties with respect to the subject matter hereof. Failure of any party to enforce its right under the Contract Documents shall not constitute a waiver of such rights or of any other rights under the Contract Documents.
2. **Termination for Cause.** Owner may terminate the Agreement at any time if Vendor fails to carry out its terms or fails to make substantial progress toward the fulfillment of those terms. In such an event, Owner shall provide Vendor with a thirty (30) day written notice of the terms in breach. If after such notice, Vendor fails to remedy the breach within those 30 days, Owner may immediately cancel the Agreement.
3. **Contract Assignment.** The Agreement shall not be transferred or assigned without prior written consent of Owner.
4. **Indemnity, General and Patent.** Vendor shall indemnify, and save harmless, Owner and its respective officers, agents and employees, from and against any and all liabilities, and losses whatsoever, including without limitation, costs and expenses, in connection therewith, on account of, or by reason of, injury to or death of, any person whatsoever, or loss of or damage to any property whatsoever, suffered or sustained in the case of, or in connection with, Vendor's negligent, wrongful, or intentional acts, errors, or omissions, or breach of this Agreement, except for that liability and loss, arising from the acts or omissions, of Owner or its agents. With respect to anything provided to Owner by Vendor, Vendor shall indemnify Owner and its respective officers, agents and employees against liability, including costs and attorney's fees for infringement of any United States patent, copyright, trade infringement or other intellectual property right arising out of the manufacture, delivery and use of such by Owner.
5. **Governing Law; Venue.** The laws of the State of Nebraska shall govern. Any dispute arising under the Agreement, which is not settled by agreement of the parties, shall be resolved in forums (except for applicable federal appellate courts) located in the State of Nebraska.
6. **Force Majeure.** Neither party shall be liable to the other for damages for any delay in performance arising out of causes beyond its reasonable control and without its fault or negligence, including without limitation: (1) fire, flood or water damage, elements of nature or other acts of God, including any of the foregoing that are harmful to electronic circuitry; (2) outbreak or escalation of hostilities, war, riots, or civil disorders in any country; (3) act or omission of the other party or any governmental authority, (4) labor disputes (whether or not the employees' demands are reasonable or within the party's power to satisfy), (5) non-performance by a third party (including any voice or data telecommunications common carrier), (6) failures or fluctuations in telephone, computer or other telecommunications equipment or lines or other equipment, (7) the real, potential, or credible threat of terrorist activity, or (8) a health emergency (e.g. serious outbreak of contagious disease such as a influenza pandemic) which in the judgment of Owner poses a serious threat to the public health. In the case of any such excusable delay, the non-performing party will be excused from performance of any affected obligation only for so long as the cause of the excusable delay prevails and such party continues to use commercially reasonable efforts to re-commence performance of its obligations as soon as possible; provided however, that the parties may mutually agree that such excusable delay is cause to cancel the Agreement in its entirety, in which case neither party shall be liable to the other for any further performance in relation obligations arising after cancellation.
7. **Compliance with Laws and Regulations; Gramm Leach Bliley; University of Nebraska Policies.** This Agreement must comply with all applicable federal, state and local laws, specifically including all laws and regulations related to the protection and security of any personal information gathered by Vendor, such as the Gramm Leach Bliley Act implemented at the University of Nebraska by Presidential Executive Memorandum No. 26 which requires specific vendor contract provisions; and all other applicable policies of the University of Nebraska. Vendor agrees to indemnify Owner against any loss, cost, liability, or damage by reason of Vendor's violation of any applicable law or regulation. Vendor must be qualified to conduct the business necessary to the performance of the Agreement in the State of Nebraska throughout the duration of the Agreement term or any renewal thereof. Vendor shall obtain, at its own cost and expense, all necessary licenses, professional certifications and permits and shall assume the responsibility for and pay all applicable fees and all other taxes, which are now or may be imposed in the future by any governmental authority arising out of the conduct of Vendor's business.
8. **Discrimination including Sexual Harassment.** State and federal law, as well as University of Nebraska Bylaws, policies, and guidelines prohibit discrimination (as defined therein) including harassment and retaliation, against students, employees, and other members of University community. Prohibited types of discrimination include discrimination on the basis of race, color, ethnicity, national origin, sex (including sexual harassment), pregnancy, sexual orientation, gender identity, religion, disability, age, genetic information, veteran status, marital status, political affiliation, and any other protected status. Vendor shall exercise control over itself, its employees, agents, contractors, and affiliated parties to prohibit acts of discrimination, including sexual harassment, against University students, employees, and other members of the University community. Vendor shall cooperate with University following any report of discrimination. In the event University determines that Vendor or an employee, agent, contractor, or other person affiliated with Vendor has engaged in discrimination, including harassment, or other inappropriate conduct, Vendor will take prompt and effective action, in accordance with University's direction, to prevent recurrence of the conduct and to correct its effects, which may include removal of Vendor or the employee, agent, contractor, or other person affiliated with Vendor from providing and/or providing work on the Project. Vendor's failure to comply with University's directive or any other part of this provision may be cause for immediate termination of this Agreement. Vendor

acknowledges that University may have obligations to report any allegations or incidents of discrimination, including sexual harassment. Vendor and employees, agents, contractors, and other persons affiliated with Vendor who are directly providing and/or performing work on the Project or present on University premises shall participate in any training as may be required by University from time to time, including training regarding sexual harassment.

9. **Drug Free Workplace.** Vendor agrees that in the performance of this Agreement, neither Vendor nor any of its employees shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity covered by the Agreement. Owner reserves the right to request a copy of Vendor's Drug Free Workplace Policy. Vendor further agrees to insert a provision similar to this statement in all subcontracts or services hereunder.
10. **Weapons Policy.** Possession of dangerous weapons (concealed or unconcealed) on University property, on the work site, in University vehicles, or in personal vehicles when on University property shall be a violation of Owner's policy. (A dangerous weapon shall include guns, knives, explosives, or any other device as determined by Owner, which in the manner used or intended is capable of producing death or bodily injury. Devices authorized by the Vice Chancellor for Business and Finance and/or provided to its employees for the purpose of carrying out work responsibilities shall not be deemed dangerous weapons for the purpose of this policy.) Violations of this policy shall make the offender subject to appropriate disciplinary action. Should the Owner in its reasonable judgment, determine that Vendor, or its employee or agent, has committed an act in violation of this policy, the Vendor agrees as a term and condition of the Agreement, to cause such person and weapon, to be removed from the project site, and from the Owner's premises, and to take such other action as may be reasonably necessary, to ensure compliance with this weapons policy.
11. **Proprietary Information; Confidential Employee Information; HIPAA; FERPA.** It is to be expected that the parties to the Agreement may find it necessary to reveal certain proprietary information to each other. The Agreement may, when proprietary information is exchanged, include certain provisions to mutually protect against the use and disclosure of the proprietary information of each party. In the unusual circumstance that the Agreement should result in the sharing of employee information protected by the law or University of Nebraska policy, information protected by the Health Insurance Portability and Accountability Act, information protected by the Family Educational Rights and Privacy Act of 1974, or any other information deemed confidential and protected by the law, the parties to the Agreement agree to maintain the confidentiality of such information to the extent and manner required by the law and University policy.
12. **Sub-Vendors.** Vendor shall not subcontract all or substantially all of any facet of the Work without the prior written approval of Owner. Vendor shall be fully responsible for the acts and omissions of its sub-vendors and of the persons directly or indirectly employed by them. Every sub-vendor shall be bound by the terms of the Contract Documents; provided however, that no contractual relationship shall exist between any sub-vendor and Owner, unless it is evidenced in a separate contract independent of the Agreement with Vendor.
13. **Unavailability of Funding.** Due to possible future reductions in state and/or federal funds, University cannot guarantee the continued availability of funding of this Agreement notwithstanding the consideration contained within this Agreement. In the event funds to finance this Agreement become unavailable, either in full or in part, due to such reductions, University may terminate this Agreement or reduce the consideration upon notice in writing to Vendor. Said notice shall be delivered by certified mail (return receipt requested) or in person (with proof of delivery). University shall be the final authority as to the availability of funds. The effective date of such termination or reduction in consideration shall be the actual effective date of the elimination or reduction of funding. In the event of a reduction in consideration, Vendor may cancel this Agreement as of the effective date of the proposed reduction upon the provision of advance written notice to University. Vendor shall be entitled to receive just and equitable compensation for any satisfactory work performed up to the effective date of the termination. In the event of unavailability of funding, University shall not be liable for any penalty, expense, or liability, or for general, special, incidental, consequential, or other damages resulting therefrom.
14. **Parking.** Owner shall not be responsible for providing parking for Vendor's parking needs. Vendor and/or its employees and agents will be solely responsible for any fines resulting from parking violations occurring on Owner's property. It is recommended that Vendor and any temporary employees contact the Parking and Transit Services at:  
**UNL:** 625 Stadium Drive, Suite A, Lincoln, Nebraska, Telephone (402) 472-1800  
**UNO:** 1313 S. 67th Street, Omaha, NE 68182, Telephone: 402.554.PARK (7275)  
**UNK:** 2501 19th Avenue, Kearney, NE 68849, Telephone (308) 865-8367  
to obtain information regarding parking and to obtain permits.
15. **Building Rules and Regulations; Tobacco Use.** Employees of Vendor and any sub-vendors shall comply with all University rules and regulations pertaining to conduct in Owner's facilities. Owner reserves the right to request the removal or replacement of Vendor or sub-vendor employee who fails to comply with such rules and regulations. All Buildings, Property and University owned vehicles are tobacco-free. Use of tobacco products is not permitted in or on any Owner Facility/Property. The Vendor is expected to respect this tobacco-free policy and fully comply with it.
16. **Use of Premises.** To the extent that the Agreement requires Vendor or its employees or agents to be present on or within Owner's properties, then Vendor shall limit its presence and activities to such areas as are reasonably necessary in order to perform under the Agreement. The Vendor shall take such precautions as are required to avoid damage to buildings, facilities, utilities, ground resources, trees and landscape amenities, and other properties adjacent to Vendor's activities within the scope of the Agreement and agrees to be responsible and/or carry out any repairs for which it is liable, as a result of its performance under the Agreement.

17. **Hazardous Waste Generated by Vendors.** Any hazardous waste, which is generated from the performance of the Agreement, shall be properly disposed of by Vendor, in a timely fashion, and in accordance with applicable hazardous waste laws and regulations. The cost for hazardous waste management and disposal is Vendor's responsibility. Should Owner deem it prudent to dispose of any hazardous waste left on its property, as a result of Vendor's failure to meet its responsibilities, all costs associated with such disposal shall be deducted from any amount yet to be paid to the Vendor and/or billed to the Vendor. University Environmental Health Services is to be notified of all hazardous waste issues. Any non-hazardous waste generated in the performance of this Agreement must be disposed of off campus by Vendor.
18. **Delivery; F.O.B.; Shipping.** Vendor shall bear all costs of transportation, packing, crating, delivery, installation, storage, and service under warranty for any goods or related services, delivered pursuant to the Agreement. Vendor shall be responsible for and make delivery, including costs of delivery, cartage, temporary storage, off-loading costs, and insurance, F.O.B. destination: University of Nebraska. Unless otherwise specified, all shipments will utilize the best commercial practice to insure safe arrival at the University delivery point.
19. **Quantity.** With respect to quantity of any good purchased under the Agreement, Owner need not accept any variation in quantity except as specified in the Contract Documents. Over-shipments may be returned to Vendor at its expense, which shall include a reasonable cost for Owner handling, or be retained by Owner at no increase in price.
20. **Inspection.** Owner may, at any time in the course of the Agreement, inspect and test materials and supplies being used in the performance of the Agreement, including at the point of manufacture. If inspection and tests are made on Vendor's premises, Vendor without additional charge, shall provide reasonable facilities and assistance for the safety and convenience of the testing/inspection personnel. Except as otherwise agreed in writing, all goods, equipment and supplies furnished under the Agreement shall be subject to final inspection and acceptance by Owner at the delivery destination.
21. **Defective Goods or Work.** Owner, notwithstanding any prior acceptance, at its option, may reject or require prompt correction (in place or elsewhere) of any goods, equipment, supplies, or other work, which are defective in material or workmanship or otherwise fail to meet the requirements of the Agreement. All supplies furnished under the Agreement shall be subject to inspection at F.O.B. destination, and Vendor shall be given notice of any defects, other than latent defects, within a reasonable time after receipt of the goods, equipment, and supplies, along with all records of delivery. Owner may, in addition to any rights it may have by law, prepare for shipment and ship the defective goods, equipment, and supplies to Vendor, require Vendor to remove them, or direct a correction in place. The expense of any such remedy shall be borne by Vendor, including any excess cost.
22. **Liens.** Vendor warrants that it has title to any goods delivered under the Agreement and shall deliver same free of all liens, claims, and encumbrances.
23. **Federal, State and Local Sales Taxes; Federal Excise Taxes.** Purchases made by the University of Nebraska are exempt from the payment of State Sales and Use Taxes and Federal Excise Taxes. Certification of these exemptions will be provided to Vendor following the execution of the contract documents.
24. **Ambiguities.** Should Vendor perceive an ambiguity in the Contract Documents, Vendor shall request an interpretation from Owner before proceeding. If Vendor fails to make such a request, failure to perform with respect to the alleged ambiguity shall not be excused.
25. **Recycling Policy.** When purchasing products, materials, or supplies for use, Owner, when making such purchases shall actively pursue the purchase of products, materials, or supplies which are manufactured or produced with at least 10% post-consumer recycled materials. This policy shall not operate when it would result in the purchase of products, materials, or supplies that are of inadequate quality, not readily available or substantially higher in cost. It is the intent of Owner to continually increase the percentage produced from post-consumer recycled material, and, to increase each year the types and variety of products, materials, or supplies purchased with post-consumer recycled material.
26. **Vendor Identification.** Vendor shall cause each of its employees or any person acting on behalf of the Vendor, while providing goods/services to Owner under this Agreement and working on Owner's property, to carry identification, with photo, showing that the individual is an employee or person acting on behalf of the Vendor. A badge worn outside of clothing is appropriate for this purpose. Such identification shall be produced upon request of any Owner representative, in order to confirm that the Vendor's representative is authorized to be present on Owner's property and/or performing as authorized by the Agreement. Whereas campus security is of utmost importance, failure of any Vendor representative to produce the requisite identification upon request, shall be a material breach of the Agreement and shall be cause, at the discretion of Owner, for immediate termination of the Agreement. For those who commonly wear a work uniform, such uniform shall be worn while providing the services related to this Agreement in order that Owner may quickly and clearly identify Vendor's service representatives when necessary. A uniform, however, does not take the place of a photo identification badge.
27. **Legal Relationship.** Vendor shall under no circumstances be considered as an agent or employee of Owner and shall have no right or authority to, in any manner, obligate Owner to any person or company except as authorized in writing by Owner.

28. **Use of University Names and Logos.** Vendor shall not use or display any University name, logo, trademark, service mark (individually a "Mark" and collectively the "Marks") and/or other indicia designated by University as a source identifier, unless expressly authorized in writing by University. Any unauthorized use of Marks is expressly prohibited. Vendor shall not use University's name in any manner that acts as an endorsement or is an appearance of any endorsement in any promotion, advertisement, solicitation, or other communication, especially as it relates to Vendor's business.
29. **Improper Business Relationships and Conflict of Interest Prohibited.** In connection with this Agreement, Vendor shall ensure that no improper, unethical, or illegal relationships, or conflict of interest exists between or among Vendor, the University and any staff and faculty, and any other party to this Agreement. Owner reserves the right to determine the materiality of such relationships, when discovered or disclosed, whether intended or not; and to decide whether or not cancellation of award shall result. Such cancellation shall be at no fault or liability whatsoever to Owner.
30. **Electronic and Information Technology Accessibility.** All electronic and information technology procurements, agreements, and contracts shall comply with Americans with Disabilities, Section 508 or the Rehabilitation Act of 1998 as amended and the Nebraska Accessibility Policy to be found at: <https://nitc.nebraska.gov/standards/2-Chapter.pdf>.
31. **Work Status Verification.** Vendor, on behalf of itself and any sub-vendor to the Agreement, agrees that it shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska pursuant to Neb. Rev. Stat. 4-108 to 4-114 as amended.
32. **Vendor's Certificate of Insurance.** Vendor will be required to furnish a certificate of insurance with bodily injury/personal injury/liability coverage, property damage liability coverage, and workman's compensation coverage. This certificate must be on file prior to any commencement of Work. It is necessary that the "Board of Regents of the University of Nebraska is listed as an additional insured" be added to the face of the certificate for all coverage except worker's compensation. The above statement must be worded in this manner. It is also necessary that a "Completed Operations Coverage" must be included as part of Vendor's General Liability.
33. **Debarment.** Vendor certifies and warrants that it has not been debarred, suspended, or declared ineligible as defined in the Federal Acquisition Regulation 48 CFR Ch.1 Subpart 9.4. Vendor also certifies that Vendor, its partners, directors, officers, employees, licensees, subcontractors, or agents have not been excluded or debarred or otherwise become ineligible to participate in federal health care programs pursuant to 42 USC § 1320a-7. The certification and warranty set forth in this section shall be an ongoing certification and warranty during the Term, and Vendor shall immediately notify University of any change in the status of the certification and warranty set forth in this section. If Vendor becomes excluded from federal health care program participation or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors, this Agreement may be terminated immediately, for cause, by University. If any partners, directors, officers, employees, licensees, subcontractors, personnel, or agents of Vendor become excluded from federal health care program participation, such individual shall be removed from participating in this Agreement immediately. Failure by Vendor to remove such excluded individual immediately shall provide University the right to terminate this Agreement immediately for cause..
34. **Federal Funding Compliance.** If this Agreement involves federal funds, (a) Vendor's compliance in all respects with all applicable federal anti-discrimination laws is material to Vendor's performance under this Agreement; (b) Vendor certifies that it does not operate any programs promoting diversity, equity, and inclusion that violate such laws; and (c) Vendor's failure to comply with such laws shall be considered a material breach of this Agreement.

If this Agreement is for \$15,000 or more and involves federal funds, then Vendor shall comply with 41 CFR §§ 60-300.5(a) and 60-741.5(a), which are incorporated herein by this reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and require action to employ and advance in employment individuals without regard to disability or veteran status.

If Vendor has fifty (50) or more employees and this Agreement involves payment of \$50,000 or more in federal funds to Vendor, then Vendor shall develop or maintain a program as described in 41 CFR 60-741, subpart C. If Vendor has fifty (50) or more employees and this Agreement involves payment of \$150,000 or more in federal funds to Vendor, then Vendor shall develop or maintain a program as described in 41 CFR 60-300, subpart C. To the extent any of the provisions of Appendix II to 2 CFR Part 200 apply to this Agreement, such provisions are incorporated herein by this reference and apply to Vendor as a "contractor," "recipient," or "subrecipient."

35. **Taxpayer Transparency Act.** Under Neb. Rev. Stat. §§ 84-602.01 to 84-602.04, University is required to provide the Nebraska Department of Administrative Services with a copy of each contract that is a basis for an expenditure of state funds, including any amendments and documents incorporated by reference in the contract. Copies of all such contracts and documents will be published by the Nebraska Department of Administrative Services at <https://statecontracts.nebraska.gov/>. It shall be the sole responsibility of Vendor (a) to notify University of any requested redactions to this Agreement, any amendment to this Agreement, and any document incorporated by reference into this Agreement and (b) to indicate the legal basis for such requested redactions at the time of execution thereof. In addition, Vendor shall defend any challenge to such redactions at its own expense. Vendor's failure to request redactions to any contracts or documents released by University under this section shall constitute a complete waiver of any and all claims for damages caused by any such release.

36. **Public Records.** Under Neb. Rev. Stat. §§ 84-712 to 84-712.09, information or records of or belonging to University regarding, related to, or part of this Agreement will be open to public inspection and copying unless exempted from disclosure in accordance with University's interpretation and application of applicable law. It shall be the sole responsibility of Vendor (a) to notify University of requested redactions to any such information or records that may otherwise be required to be open to public inspection and copying and (b) to indicate the legal basis for such requested redactions. In addition, Vendor shall defend any challenge to such requested redactions at its own expense. Vendor's failure to request redactions to any information or records released by University under this section shall constitute a complete waiver of any and all claims for damages caused by any such release.

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