

Sutherland Public School District 55  
Monday, December 15, 2025 7:00 PM

Regular Board Meeting Conference Room  
P.O. Box 217  
Sutherland, NE 69165

## **Agenda**

1. Call the meeting to order
2. Flag salute
3. Open Meetings Law
4. Roll call
5. Recognition of Visitors/Public Comment
6. Reports
  - 6.a. Elementary Principal Report
  - 6.b. High School Principal Report
7. Superintendent Report
8. Board Reports
9. Treasurer's report
10. Consent Agenda
  - 10.a. Approval of Minutes - 11/11/25 Board Minutes
  - 10.b. Approval of General Fund Bills - \$477,850.38
11. Action Items
  - 11.a. Consider, discuss, and take all necessary action to enter into an agreement with Wilkins ADP professional design services for a school facility improvement project, including bathroom renovation.
  - 11.b. 2025 Annual Report to the Community
  - 11.c. Consider, discuss and take all necessary action on Mr. Webster's Evaluation.
12. Approve Board Members Who are Absent
13. Next meeting date and time
14. Adjournment

## **December Board Report**

November and December were productive months at the elementary school.

### **Winter MAP Testing**

Students completed Winter MAP testing, showing improvement across the board in both math and reading. This progress at the halfway point of the year reflects the hard work of teachers and students.

### **Holiday Celebrations**

The Elementary Christmas Program was held on December 15th. Staff appreciation activities recognized the continued dedication of teachers and support staff.

### **Captains of the Month:**

- Jude Eutsler
- McCoy Westerman
- Jaisa Kershner
- Daklin Taullie
- Jetts Stevenson
- Koltyn Foster
- Noah Hansen
- Mea Hesseltine
- Trace Boggs
- Jeremiah Mraz
- Mallet Arvdal

### **Admirals of the Month:**

- Jaisa Kershner
- Daklin Taullie

Payee Type:	Vendor	Check Type:	Check	Checking Account ID:	01		
Check Number	Check Date	Cleared	Void	Void Date	Entity ID	Entity Name	Check Amount
42152	12/15/2025				AKRSEQUI	AKRS Equipment	2,175.69
42153	12/15/2025				AMAZCAPISE	Amazon Capital Services	469.76
42154	12/15/2025				BLACHILEN	Black Hills Energy	3,977.08
42155	12/15/2025				CLEARFLY	Clearly	984.20
42156	12/15/2025				THECOUR	The Courier Times	137.45
42157	12/15/2025				CULLWATE	Culligan Water Conditioning	100.00
42158	12/15/2025				DIVDRUGTES	Diversified Drug Testing, LLC	129.00
42159	12/15/2025				EAKEOFFI	Eakes Office Product	1,243.58
42160	12/15/2025				ESU16	Esu #16	42,213.43
42161	12/15/2025				GREAPLAI	Great Plains Comm In	364.49
42162	12/15/2025				HILICOOP	Hi-line Cooperative Inc	397.30
42163	12/15/2025				HILTOMAH	Hilton Omaha	513.00
42164	12/15/2025				HOMLEAS	Hometown Leasing	1,049.58
42165	12/15/2025				HOTLUN02	Hot Lunch Fund	705.00
42166	12/15/2025				JWPEPPE	J.W. Pepper & Son Inc.	191.19
42167	12/15/2025				KSB	KSB School Law	2,017.50
42168	12/15/2025				LANDKARE	Karen Land	300.00
42169	12/15/2025				MATHSON	Matheson Tri-Gas Inc	537.87
42170	12/15/2025				MCCOPSYCSO	McConnell Psychological Solutions	7,231.00
42171	12/15/2025				MCCOBREA	BreAhna McConnell	420.00
42172	12/15/2025				MCI	MCI Residential Service	80.00
42173	12/15/2025				MENARDS	Menards - North Platte	512.41
42174	12/15/2025				MIDLFAMIME	Midlands Family Medicine	270.00
42175	12/15/2025				MIDWEALSER	Midwest Alarm Services	147.74
42176	12/15/2025				MIDWCONN	Midwest Connect	284.00
42177	12/15/2025				MONOPRIC	Monoprice, Inc.	319.73
42178	12/15/2025				MRDHVAC	Mr. D's Heating & Air Conditioning	352.00
42179	12/15/2025				NPPD	Nebraska Public Power District	6,514.41
42180	12/15/2025				NEBGOV	Nebraska.Gov	300.00
42181	12/15/2025				OMAMARRI	Omaha Marriott DTN Capitol Dis	1,522.00
42182	12/15/2025				ONEAKASH	Kashia O'Neal	100.00
42183	12/15/2025				PAULBRIT	Brittney Paulsen	15.66
42184	12/15/2025				PRONFUEL	Pronto Fuel, LLC	1,314.09
42185	12/15/2025				REVOBUSI	Revolving Business Acct	3,087.45
42186	12/15/2025				ROTEPLUM	Rotert Plumbing	1,002.25
42187	12/15/2025				STAPADV	Staples Advantage	247.59
42188	12/15/2025				SUPESUDS	Super Suds Car Wash	18.60
42189	12/15/2025				SUTHFARMAU	Sutherland Farm & Auto Supply	250.95
42190	12/15/2025				TSREPAIR	T & S Repair	1,437.00
42191	12/15/2025				THINCAPQ	Thinking Cap Quiz Bowl	80.00
42192	12/15/2025				TIMEMGTSYS	Time Management Systems Inc	2,857.80
42193	12/15/2025				USBANK	U.S. Bank	1,727.92
42194	12/15/2025				VERIZON	Verizon Wireless	139.44
42195	12/15/2025				VILLOFSU	Village Of Sutherland	1,223.37
42196	12/15/2025				WEBSBRET	Brett Webster	21.36
Checking Account ID: 01					Void Total:	0.00	Total without Voids: 88,982.89
Check Type Total: Check					Void Total:	0.00	Total without Voids: 88,982.89
Payee Type Total: Vendor					Void Total:	0.00	Total without Voids: 88,982.89
Grand Total:					Void Total:	0.00	Total without Voids: 88,982.89

Payroll \$388,867.49  
 Expenditures 88,982.89  
 TOTAL \$477,850.38

PO Number	Invoice Number	Vendor Name	Invoice Date	Amount
Account Number		Detail Description		Amount
Checking Account ID	01	Fund Number 01	General Fund	
	434496	AKRS Equipment	12/12/2025	2,175.69
01 2730 431 000		head gasket gator		2,175.69
Total	AKRS Equipment			2,175.69
	20251212	Amazon Capital Services	12/12/2025	469.76
01 2610 610 000		supplies		295.63
01 1100 610 000		supplies		47.79
01 1100 610 001		supplies		126.34
Total	Amazon Capital Services			469.76
	20251212	Black Hills Energy	12/12/2025	3,977.08
01 2610 621 000		natural gas		3,977.08
Total	Black Hills Energy			3,977.08
	20251212	Clearly	12/12/2025	984.20
01 2510 382 000		telephone lease		984.20
Total	Clearly			984.20
	20251212	Courier Times, The	12/12/2025	137.45
01 2510 540 000		advertising		137.45
Total	Courier Times, The			137.45
	20251212	Culligan Water Conditioning	12/12/2025	100.00
01 2610 610 000		rental		100.00
Total	Culligan Water Conditioning			100.00
	20251212	Diversified Drug Testing, LLC	12/12/2025	129.00
01 2710 890 000		management		129.00
Total	Diversified Drug Testing, LLC			129.00
	20251212	Eakes Office Product	12/12/2025	1,243.58
01 2610 610 000		supplies		1,243.58
Total	Eakes Office Product			1,243.58
	20251212	Esu #16	12/12/2025	42,213.43
01 6408 395 000		contracts		17,136.77
01 2151 591 001		speech		737.98
01 2151 591 002		speech		9,489.40
01 2161 591 001		OT		262.86
01 2161 591 002		OT		4,731.48
01 2171 591 001		PT		227.75
01 2171 591 002		PT		1,822.00
01 1200 591 001		services		6,447.20
01 1200 591 002		services		1,357.99
Total	Esu #16			42,213.43
	20251212	Great Plains Comm In	12/12/2025	364.49
01 2510 443 000		telephone		364.49
Total	Great Plains Comm In			364.49
	20251212	Hi-line Cooperative Inc	12/12/2025	397.30
01 2730 431 000		oil changes		397.30



PO Number	Invoice Number	Vendor Name	Invoice Date	Amount
Account Number		Detail Description		Amount
Total	Hi-line Cooperative Inc			397.30
	49064	Hilton Omaha	12/12/2025	513.00
01 2310 890 000		board member room		513.00
Total	Hilton Omaha			513.00
	20251212	Hometown Leasing	12/12/2025	1,049.58
01 2510 443 000		copier lease		1,049.58
Total	Hometown Leasing			1,049.58
	20251212	Hot Lunch Fund	12/12/2025	705.00
01 2120 610 001		coverage		265.00
01 2120 610 002		coverage		335.00
01 1100 890 001		sub meals		60.00
01 1100 890 002		sub meals		45.00
Total	Hot Lunch Fund			705.00
	20251212	J.W. Pepper & Son Inc.	12/12/2025	191.19
01 1100 610 001		music		191.19
Total	J.W. Pepper & Son Inc.			191.19
	20312	KSB School Law	12/12/2025	2,017.50
01 2330 317 000		legal services		2,017.50
Total	KSB School Law			2,017.50
	20251212	Land, Karen	12/12/2025	300.00
01 2120 610 002		presentation		300.00
Total	Land, Karen			300.00
	20251212	Matheson Tri-Gas Inc	12/12/2025	537.87
01 1100 610 001		supplies		458.77
01 1100 443 001		rental		79.10
Total	Matheson Tri-Gas Inc			537.87
	20251212	McConnell Psychological Solutions	12/12/2025	7,231.00
01 2140 320 000		mental health		818.66
01 2141 591 001		psychology services		2,068.63
01 2141 591 002		psychology services		2,068.63
01 1200 340 001		sped drector		965.83
01 1200 340 002		sped drector		965.83
01 1200 340 002		early childhood		343.42
Total	McConnell Psychological Solutions			7,231.00
	20251212	McConnell, BreAhanna	12/12/2025	420.00
01 2410 580 001		mileage		420.00
Total	McConnell, BreAhanna			420.00
	20251212	MCI Residential Service	12/12/2025	80.00
01 2510 382 000		long distance		80.00
Total	MCI Residential Service			80.00
	20251212	Menards - North Platte	12/12/2025	512.41
01 2610 610 000		supplies		386.59

PO Number	Invoice Number	Vendor Name	Invoice Date	Amount
Account Number		Detail Description		Amount
01 1100 610 001		supplies		125.82
Total	Menards - North Platte			512.41
	20251212	Midlands Family Medicine	12/12/2025	270.00
01 2710 890 000		Tracy Dodd(Todd), Brett Webster		270.00
Total	Midlands Family Medicine			270.00
	524834	Midwest Alarm Services	12/12/2025	147.74
01 2620 431 000		fire alarm monitoring		147.74
Total	Midwest Alarm Services			147.74
	807257	Midwest Connect	12/12/2025	284.00
01 2510 531 000		print cartridge		284.00
Total	Midwest Connect			284.00
	24662159	Monoprice, Inc.	12/12/2025	319.73
01 1100 650 000		supplies		319.73
Total	Monoprice, Inc.			319.73
	1307	Mr. D's Heating & Air Conditioning	12/12/2025	352.00
01 2620 431 000		RTU 6		352.00
Total	Mr. D's Heating & Air Conditioning			352.00
	20251212	Nebraska Public Power District	12/12/2025	6,514.41
01 2610 621 000		electricity		6,514.41
Total	Nebraska Public Power District			6,514.41
	20251212	Nebraska.Gov	12/12/2025	300.00
01 2710 890 000		drivers license requests		300.00
Total	Nebraska.Gov			300.00
	20251212	O'Neal, Kashia	12/12/2025	100.00
01 2410 890 001		cell phone reimbursement		50.00
01 2610 610 000		cell phone reimbursement		50.00
Total	O'Neal, Kashia			100.00
	20251212	Omaha Marriott DTN Capitol Dis	12/12/2025	1,522.00
01 2310 890 000		state board rooms		1,007.00
01 2320 580 000		state board rooms		515.00
Total	Omaha Marriott DTN Capitol Dis			1,522.00
	20251212	Paulsen, Brittney	12/12/2025	15.66
01 1100 610 002		supplies		15.66
Total	Paulsen, Brittney			15.66
	20251212	Pronto Fuel, LLC	12/12/2025	1,314.09
01 2710 626 000		fuel		1,314.09
Total	Pronto Fuel, LLC			1,314.09
	20251212	Revolving Business Acct	12/12/2025	3,087.45
01 1100 643 000		software		80.37
01 1100 731 000		tv		398.00
01 2710 626 000		gas		129.17

PO Number	Invoice Number	Vendor Name	Invoice Date	Amount
Account Number		Detail Description		Amount
01 2120 610 002		pupil support		189.97
01 1100 610 002		supplies		38.70
01 1100 610 000		supplies		74.44
01 1100 610 001		supplies		22.14
01 1200 610 001		supplies		99.00
01 2410 890 001		supplies		35.61
01 2510 531 000		supplies		19.98
01 2410 810 001		supplies		305.00
01 2120 610 002		supplies		37.41
01 1100 890 000		supplies		429.38
01 2320 890 000		other exp		15.04
01 2320 810 000		dues		1,011.28
01 2120 610 001		supplies		201.96
<b>Total</b>	<b>Revolving Business Acct</b>			<b>3,087.45</b>
	4277	Rotert Plumbing	12/12/2025	1,002.25
01 2620 431 000		install drinking fountain		1,002.25
<b>Total</b>	<b>Rotert Plumbing</b>			<b>1,002.25</b>
	20251212	Staples Advantage	12/12/2025	247.59
01 1100 610 000		supplies		247.59
<b>Total</b>	<b>Staples Advantage</b>			<b>247.59</b>
	20251212	Super Suds Car Wash	12/12/2025	18.60
01 2730 431 000		car washings		18.60
<b>Total</b>	<b>Super Suds Car Wash</b>			<b>18.60</b>
	20251212	Sutherland Farm & Auto Supply	12/12/2025	250.95
01 2610 610 000		supplies		250.95
<b>Total</b>	<b>Sutherland Farm &amp; Auto Supply</b>			<b>250.95</b>
	20251212	T & S Repair	12/12/2025	1,437.00
01 2730 431 000		inspections		1,437.00
<b>Total</b>	<b>T &amp; S Repair</b>			<b>1,437.00</b>
	20251212	Thinking Cap Quiz Bowl	12/12/2025	80.00
01 3535 610 001		registration		80.00
<b>Total</b>	<b>Thinking Cap Quiz Bowl</b>			<b>80.00</b>
	350603	Time Management Systems Inc	12/12/2025	2,857.80
01 2510 643 000		annual subscription		2,857.80
<b>Total</b>	<b>Time Management Systems Inc</b>			<b>2,857.80</b>
	20251212	U.S. Bank	12/12/2025	1,727.92
01 2320 890 000		other exp		43.04
01 1100 610 001		supplies		42.11
01 2510 531 000		postage		10.48
01 2610 610 000		supplies		51.42
01 2410 580 001		travel		413.74
01 1100 643 000		software		432.00
01 2120 610 001		supplies		60.29
01 2120 610 002		supplies		153.48
01 2310 890 000		other exp		274.98
01 1100 890 000		other exp		206.43

12/12/2025 05:01 PM

December 2025 General Invoices

User ID: AJM

PO Number	Invoice Number	Vendor Name	Invoice Date	Amount
Account Number		Detail Description		Amount
01 2710 110 000		gas		39.95
Total	U.S. Bank			1,727.92
	20251212	Verizon Wireless	12/12/2025	139.44
01 2510 382 000		cell phones		139.44
Total	Verizon Wireless			139.44
	20251212	Village Of Sutherland	12/12/2025	1,223.37
01 2610 410 000		water & sewer		1,223.37
Total	Village Of Sutherland			1,223.37
	20251212	Webster, Brett	12/12/2025	21.36
01 2320 890 000		reimbursement		21.36
Total	Webster, Brett			21.36
Checking Account ID	01			88,982.89

**Minutes of the Board of Education  
Sutherland Public School District 55  
Tuesday, November 11, 2025, 6:00 PM Central  
Regular Board Meeting Conference Room  
P.O. Box 217  
Sutherland, NE 69165**

**Members**

**Present**

**Absent**

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Presiding Officer

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Secretary - Board of Education

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Superintendent

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1. Call the meeting to order

Meeting was called to order at 6:03 p.m. by Janet Mueller. Notice of this meeting was published in the November 6, 2025, edition of The Courier Times and in three (3) separate locations in town.

2. Flag salute

3. Open Meetings Law

President Mueller stated that a copy of the open meetings law is posted on the bulletin board, and a copy could be found in the official meeting book.

4. Roll call

Board Members:

Janet Mueller - present

Brandy Buscher - present

Kyle Stevenson - present

Shad Lantis - arrived at 6:36 p.m.

Eric Peterka - present

Tom Kelly - present

School Personnel: Mr. Webster, Mrs. McConnell, Mr. Gunderson, and Alisha Morgan

Guests:5

5. Audit Report by Marcy

Marcy Luth presented the 2024-2025 audit.

6. Tobin Buchanan with Northland

Tobin Buchanan with Northland Financing presented about QCPUF.

7. Jacob Sertich with Wilkins Architecture

Jacob Sertich with Wilkins Architecture in Kearney presented plans for a possible kitchen and bathroom construction project.

8. Recognition of Visitors/Public Comment

no comments at this time

9. Reports

9.a. Elementary Principal Report

Mr. Gunderson reported that the Veterans Dad Program was very well attended. He thanked Teresa Rotert for planning the program and for all the student participation. Posters were on display by students at both the American Legion and in the school. He also reported that Family Literacy night went very well. Lastly, he reported on what the Student of the Month program will entail this year. Congratulations to Maggie Hampton, Greysen Walker, Brynlee White, Kinsleigh Thelander, Wren Paulman, Kruz Stevenson, Kaxtin Keeling, Olivia Bankson, Lakin Foster, Hunter Rickett, and Piper Kerner for being selected the Students of the Month and to Kinsleigh Thelander, and Lakin Foster for being selected the Sailors of the Month.

9.b. High School Principal Report

Mrs. McConnell reported on the preparation taking place for our external visit in January. She also thanked Mrs. Guenin and Chad Kershner for chaperoning the FFA kids to Nationals. It was a great experience for all. She reported that MAPS challenges have been set and testing will



begin in December. The winter sports season will begin next week, and she will be attending the Tri-State Special Education conference in Omaha this week. Lastly, she reported that instead of doing Student of the Month this year, they are going to continue with their No Referral events quarterly.

#### 10. Superintendent Report

Mr. Webster reported on the possibility of replacing the curtains on the stage. There will be a special board meeting on January 19th, so the board can meet with the external visitation team. He reported that the annual report will be presented to the board next month and that Dan Wolken has resigned as the AD for the 2026-2027 school year. Lastly, he reported that he will be attending a legislative preview on December 11th, there will be no school on December 19th, and the state school board convention is November 20-21.

#### 11. Board Reports

Janet Mueller let everyone know that they should have received the superintendent's evaluation from KSB. She also reminded everyone of the state school board conference next week.

#### 12. Treasurer's report

Shad Lantis gave the treasurer's report. Expenditures are currently at 19.58% and should be at 25% and receipts are currently at 17.76% and should be at 16.67%.

#### 13. Consent Agenda

Motion to approve consent agenda passed with a motion by Eric Peterka and a second by Brandy Buscher.

Brandy Buscher: Yes, Tom Kelly: Yes, Shad Lantis: Yes, Janet Mueller: Yes, Eric Peterka: Yes, Kyle Stevenson: Yes

#### 13.a. Approval of Minutes - 10/14/25 Regular Meeting

#### 13.b. Approval of General Fund Bills - \$507,902.78

#### 14. Action Items

##### 14.a. Take all necessary action to approve the 2025 Audit Report.

Approve the 2024-2025 audit report as presented passed with a motion by Eric Peterka and a second by Brandy Buscher.

Brandy Buscher: Yes, Tom Kelly: Yes, Shad Lantis: Yes, Janet Mueller: Yes, Eric Peterka: Yes, Kyle Stevenson: Yes

##### 14.b. Consider, discuss and take all necessary action on entering into a consultant contract with Wayne Wiens.

Approve the consulting contract with Wayne Wiens passed with a motion by Tom Kelly and a second by Brandy Buscher.

Brandy Buscher: Yes, Tom Kelly: Yes, Shad Lantis: Yes, Janet Mueller: Yes, Eric Peterka: Yes, Kyle Stevenson: Yes

##### 14.c. Take all necessary action on approving the 2026/2027 Negotiated Agreement

Approve the 2026-2027 Negotiated Agreement passed with a motion by Eric Peterka and a second by Shad Lantis.

Kyle Stevenson: Abstain, Brandy Buscher: Yes, Tom Kelly: Yes, Shad Lantis: Yes, Janet Mueller: Yes, Eric Peterka: Yes

14.d. Consider, discuss and take all necessary action to enter into an agreement with Wilkins ADP professional design services for a school facility improvement project including kitchen and bathroom renovation.

Motion to enter executive session at 7:16 p.m. to protect the interest of the district in legal matters passed with a motion by Eric Peterka and a second by Kyle Stevenson.

Brandy Buscher: Yes, Tom Kelly: Yes, Shad Lantis: Yes, Janet Mueller: Yes, Eric Peterka: Yes, Kyle Stevenson: Yes

The board entered executive session at 7:16 p.m. to protect the interest of the district in legal matters.

Motion to come out of executive session at 7:33 p.m. passed with a motion by Tom Kelly and a second by Kyle Stevenson.

Brandy Buscher: Yes, Tom Kelly: Yes, Shad Lantis: Yes, Janet Mueller: Yes, Eric Peterka: Yes, Kyle Stevenson: Yes

Table the contract with Wilkins ADP until further information can be received passed with a motion by Tom Kelly and a second by Kyle Stevenson.

Brandy Buscher: Yes, Tom Kelly: Yes, Shad Lantis: Yes, Janet Mueller: Yes, Eric Peterka: Yes, Kyle Stevenson: Yes

14.e. Consider, discuss and take all necessary action on adopting Superintendent/Board Goals from our Board Retreat.

Motion to approve superintendent/board goals passed with a motion by Brandy Buscher and a second by Eric Peterka.

Brandy Buscher: Yes, Tom Kelly: Yes, Shad Lantis: Yes, Janet Mueller: Yes, Eric Peterka: Yes, Kyle Stevenson: Yes

14.f. Consider, discuss, and take all necessary action on approving Bound as our new platform for game and official contracts.

Approve Bound Pro Plus as our new platform for game and official contracts passed with a motion by Tom Kelly and a second by Brandy Buscher.

Brandy Buscher: Yes, Tom Kelly: Yes, Shad Lantis: Yes, Janet Mueller: Yes, Eric Peterka: Yes, Kyle Stevenson: Yes

14.g. Superintendent's Evaluation next month

Mr. Webster gave his intent to stay with the district.

15. Approve Board Members Who are Absent

Approve Shad Lantis for being late to the meeting passed with a motion by Janet Mueller and a second by Tom Kelly.

Shad Lantis: Abstain, Brandy Buscher: Yes, Tom Kelly: Yes, Janet Mueller: Yes, Eric Peterka: Yes, Kyle Stevenson: Yes

16. Next meeting date and time

Approve the next regular meeting for Monday, December 15, 2025, at 7:00 p.m. passed with a motion by Tom Kelly and a second by Eric Peterka.

Brandy Buscher: Yes, Tom Kelly: Yes, Shad Lantis: Yes, Janet Mueller: Yes, Eric Peterka: Yes, Kyle Stevenson: Yes



The advertisement for this meeting will be published in The Courier Times the Thursday prior to the meeting and an agenda for such meeting will be available for public inspection at the administration office 3 days prior to the meeting.

17. Adjournment

The meeting adjourned at 7:49 p.m.

## Finance Report

		Monthly Exp./Rev.	Last Year Bal.
<b>General Fund</b>			
Balance	11/1/2025	\$3,023,625.21	11/1/2024 \$2,912,458.90
Monthly Receipts		\$59,496.30	\$56,754.02
Payroll		\$411,679.59	\$410,944.64
Expenditures		\$97,699.76	\$183,344.03
Balance as of	12/1/2025	<b>\$2,573,742.16</b>	12/1/2024 <b>\$2,374,924.25</b>
<b>Building Fund</b>			
Balance	11/1/2025	\$728,066.85	11/1/2024 \$518,805.61
Monthly Receipts		\$2,640.86	\$2,231.63
Expenditures		\$0.00	\$0.00
Balance as of	12/1/2025	<b>\$730,707.71</b>	12/1/2025 <b>\$521,037.24</b>
<b>Hot Lunch Fund</b>			
Balance	11/1/2025	\$35,142.63	11/1/2024 \$3,705.41
Monthly Receipts		\$17,672.10	\$43,179.79
Expenditures		\$24,760.44	\$27,558.95
Balance as of	12/1/2025	<b>\$28,054.29</b>	12/1/2025 <b>\$19,326.25</b>
<b>Depreciation</b>			
Balance	11/1/2025	\$1,048,902.56	11/1/2024 \$929,728.74
Revenue		\$2,035.82	\$1,876.86
Expense		\$0.00	\$0.00
Balance	12/1/2025	<b>\$1,050,938.38</b>	12/1/2025 <b>\$931,605.60</b>
<b>Activity</b>			
Balance	11/1/2025	\$114,304.68	
Revenue		\$16,953.23	
Expense		\$17,179.85	
Balance	12/1/2025	<b>\$114,078.06</b>	
<b>Revolving Business</b>			
Balance	11/1/2025	\$65,393.82	
Revenue		\$45,847.47	
Expense		\$47,799.43	
Balance	12/1/2025	<b>\$63,441.86</b>	
<b>Employee Benefit</b>			
Balance	11/1/2025	\$38,060.79	
Revenue		\$26.48	
Expense		\$0.00	
Balance	12/1/2025	<b>\$38,087.27</b>	

MONTH	EXPENDITURES		TOTAL	LEFT TO SPEND	
			EXPENDITURES	MONTHLY	
September	Gen.	\$ 583,240.19	\$ 583,240.19	\$	594,697.76
	Sped.	\$ 46,515.12	\$ 46,515.12	\$	66,973.17
October	Gen.	\$ 435,168.67	\$ 1,018,408.86	\$	650,399.61
	Sped.	\$ 67,993.79	\$ 114,508.91	\$	73,475.11
November	Gen.	\$ 425,371.99	\$ 1,443,780.85	\$	675,402.68
	Sped.	\$ 82,530.79	\$ 197,039.70	\$	72,468.92
December	Gen.	\$ 408,170.44	\$ 1,851,951.29	\$	708,806.71
	Sped.	\$ 69,679.94	\$ 266,719.64	\$	72,817.55

**TOTAL BUDGET OF EXPENDITURES (Gen. Fund) = \$7,522,405.00**

**Total available to spend in general fund = \$ 5,670,453.71**

**TOTAL BUDGET OF EXPENDITURES IN SPED FUND = \$849,260.00**

**Total available to spend in the sped fund = \$ 582,540.36**

<u>Receipt Number</u>	<u>Received From ID/Name</u>	<u>Receipt Date</u>	<u>Description</u>	<u>Receipt Key</u>	<u>Amount</u>
Batch Description:	November 2025 General Receipts	Processing Month:	11/2025		
1	STATEOFNEB State of Nebraska	11/07/2025	MIPS	8447	739.71
2	LCTREAS Lincoln County Treas	11/10/2025	tax collections	8448	46,139.51
3		11/13/2025	wolken	8449	550.00
3	HAYESCENTE Hayes Center Public Schools	11/13/2025	distance learning	8450	3,084.00
4	STATEOFNEB State of Nebraska	11/19/2025	MIPS	8451	739.71
5	HOTLUNCHFU Hot Lunch Fund	11/20/2025	hot lunch taxes	8452	2,141.46
6	ESU161 ESU #16	11/21/2025	stipend	8453	160.00
7	ADAMSBANKT Adam's Bank & Trust	11/28/2025	interest	8454	10.51
8	ADAMSBANKT Adam's Bank & Trust	11/28/2025	interest - ics	8455	5,928.84
9	NLAF Nebraska Liquid Asset Fund	11/28/2025	interest	8456	2.56
				Batch Total:	<u>59,496.30</u>
				Report Total:	<u>59,496.30</u>

Fund: 01 General Fund						
<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
01 1100	Local Property Taxes	4,686,713.00	26,675.40	833,177.45	17.78	3,853,535.55
01 1115	Carline Tax	20,000.00	0.00	2,026.03	10.13	17,973.97
01 1120	Public Power Revenue	50,000.00	0.00	0.00	0.00	50,000.00
01 1125	Motor Vehicle	130,000.00	15,745.14	45,703.21	35.16	84,296.79
01 1140	Penalties & Interest on Taxes	0.00	0.00	0.00	0.00	0.00
01 1315	Tuition - Distance Education	15,000.00	3,084.00	3,084.00	20.56	11,916.00
01 1510	Interest on Investment	30,000.00	5,941.91	19,992.21	66.64	10,007.79
01 1910	Rent of School Facilities	6,600.00	550.00	1,100.00	16.67	5,500.00
01 1911	Local Fines & Fees	0.00	0.00	0.00	0.00	0.00
01 1925	Local Grants	7,000.00	0.00	1,162.02	16.60	5,837.98
01 1990	Other Local Revenue	3,000.00	0.00	0.00	0.00	3,000.00
	Subtotal: LOCAL RECIEPTS	4,948,313.00	51,996.45	906,244.92	18.31	4,042,068.08
01 2110	County Fines & Licen	18,000.00	2,795.85	15,958.78	88.66	2,041.22
01 2130	Other County Receipts	0.00	0.00	0.00	0.00	0.00
01 2210	ESU Stipends	0.00	160.00	160.00	0.00	(160.00)
	Subtotal: COUNTY AND ESU RECEIPTS	18,000.00	2,955.85	16,118.78	89.55	1,881.22
01 3110	State Aid	445,581.00	0.00	89,320.00	20.05	356,261.00
01 3120	Sp Ed Programs	350,000.00	0.00	0.00	0.00	350,000.00
01 3125	Sp Ed Transportation	5,000.00	0.00	0.00	0.00	5,000.00
01 3130	Homestead Exemption	0.00	0.00	0.00	0.00	0.00
01 3131	Property Tax Credit	0.00	0.00	0.00	0.00	0.00
01 3132	Personal Property Tax Credit	0.00	0.00	0.00	0.00	0.00
01 3180	Pro Rate Motor Veh	6,000.00	923.12	923.12	15.39	5,076.88
01 3400	State Apportionment	40,000.00	0.00	0.00	0.00	40,000.00
01 3512	Distance Education	32,000.00	0.00	32,620.70	101.94	(620.70)
01 3535	High Ability Learner Grant	5,000.00	0.00	0.00	0.00	5,000.00
01 3540	Early Childhood Endowment Grant	0.00	0.00	0.00	0.00	0.00
01 3551	Career Education	7,500.00	0.00	0.00	0.00	7,500.00
01 3990	Other State Receipts	0.00	0.00	0.00	0.00	0.00
	Subtotal: STATE RECEIPTS	891,081.00	923.12	122,863.82	13.79	768,217.18
01 4310	REAP	31,850.00	0.00	0.00	0.00	31,850.00
01 4418	IDEA PEaK Projects	0.00	0.00	0.00	0.00	0.00
01 4421	IDEA ARP Base	0.00	0.00	0.00	0.00	0.00
01 4422	IDEA Preschool ARP	0.00	0.00	0.00	0.00	0.00
01 4505	Title I Part A	26,422.00	0.00	0.00	0.00	26,422.00
01 4509	Title II, Part A	5,765.00	0.00	0.00	0.00	5,765.00
01 4512	IDEA Preschool Base	0.00	0.00	0.00	0.00	0.00
01 4516	IDEA 619 Base/EP	2,108.00	0.00	2,114.00	100.28	(6.00)
01 4518	IDEA	72,164.00	0.00	75,116.00	104.09	(2,952.00)
01 4519	IDEA - Enrollment Poverty	0.00	0.00	0.00	0.00	0.00
01 4521	IDEA Nonpublic	0.00	0.00	0.00	0.00	0.00
01 4524	Other Federal Receipts	0.00	0.00	0.00	0.00	0.00
01 4525	Revision Grant	0.00	0.00	0.00	0.00	0.00
01 4530	Other Fed Receipts(PBIS)	0.00	0.00	0.00	0.00	0.00
01 4708	Medicaid in Public Schools	3,000.00	1,479.42	2,035.94	67.86	964.06
01 4709	MAAPS	3,000.00	0.00	739.71	24.66	2,260.29
01 4710	Local Grants	0.00	0.00	0.00	0.00	0.00
01 4969	Title IV Part A	10,000.00	0.00	0.00	0.00	10,000.00
01 4997	ESSER II	0.00	0.00	0.00	0.00	0.00
01 4998 0	ESSER III	0.00	0.00	0.00	0.00	0.00
	Subtotal: FEDERAL RECEIPTS	154,309.00	1,479.42	80,005.65	51.85	74,303.35
01 5200	Fund Transfers	0.00	0.00	0.00	0.00	0.00
	Subtotal: NON-REVENUE RECEIPTS	0.00	0.00	0.00	0.00	0.00

**Revenue Summary Report**  
Processing Month: 11/2025  
November 2025

Fund: 01      General Fund

<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
01 9000	Non Programmed Rec	0.00	2,141.46	5,808.70	0.00	(5,808.70)
01 9001	Interfund Loan From General	0.00	0.00	0.00	0.00	0.00
	Subtotal: NON-PROGRAM RECEIPTS	0.00	2,141.46	5,808.70	0.00	(5,808.70)
	Fund Total:	6,011,703.00	59,496.30	1,131,041.87	18.81	4,880,661.13



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Account Number	Account Description	Budget	During Month	Expenditures to Date	Balance at EOM	% of Budget
01	General Fund					
01 1100 111 001	Teacher Salaries - HS	813,615.00	66,438.49	274,960.42	538,654.58	33.79
01 1100 111 002	Teacher Salaries - Elem	747,223.00	52,890.43	228,182.71	519,040.29	30.54
01 1100 112 001	Para Salaries - HS	12,406.00	1,619.98	7,072.42	5,333.58	57.01
01 1100 112 002	Para Salaries - Elem	83,480.00	6,766.67	31,960.01	51,519.99	38.28
01 1100 114 000	Tech Salary	92,823.00	7,698.17	30,792.68	62,030.32	33.17
01 1100 116 000	Nurse Salary	28,240.00	2,504.89	12,325.57	15,914.43	43.65
01 1100 123 001	Substitutes - HS	30,000.00	6,035.00	22,570.00	7,430.00	75.23
01 1100 123 002	Substitutes - Elem	35,000.00	7,300.00	25,425.00	9,575.00	72.64
01 1100 150 001	Add'l Comp Classified - HS	56,000.00	8,444.57	22,680.78	33,319.22	40.50
01 1100 151 001	Add'l Comp - Teachers HS	140,000.00	11,227.49	45,699.96	94,300.04	32.64
01 1100 151 002	Add'l Comp - Teachers Elem	38,310.00	1,162.67	5,250.68	33,059.32	13.71
01 1100 152 001	Add'l Comp - Paras HS	0.00	0.00	0.00	0.00	0.00
01 1100 211 001	Health Insurance - HS	157,046.00	12,234.20	48,936.80	108,109.20	31.16
01 1100 211 002	Health Insurance - Elem	111,691.00	8,119.24	35,991.94	75,699.06	32.22
01 1100 212 002	Health Insurance	0.00	0.00	2,215.32	(2,215.32)	0.00
01 1100 214 000	Health Insurance - Tech	20,428.00	876.98	3,507.92	16,920.08	17.17
01 1100 216 000	Insurance - Nurse	6,248.00	694.14	2,776.56	3,471.44	44.44
01 1100 220 001	Social Security - Classified HS	3,437.00	645.09	1,731.85	1,705.15	50.39
01 1100 221 001	Social Security - HS Teach	78,085.00	6,301.76	25,972.64	52,112.36	33.26
01 1100 221 002	Social Security - Elem Teach	65,205.00	4,551.80	19,513.05	45,691.95	29.93
01 1100 222 001	Social Security - HS Paras	950.00	123.93	541.03	408.97	56.95
01 1100 222 002	Social Security - Elem Paras	6,387.00	516.76	2,438.83	3,948.17	38.18
01 1100 223 001	Social Security - HS Subs	2,295.00	461.64	1,726.52	568.48	75.23
01 1100 223 002	Social Security - Elem Subs	2,680.00	558.48	1,945.10	734.90	72.58
01 1100 224 000	Social Security - Tech	7,101.00	588.91	2,355.64	4,745.36	33.17
01 1100 226 000	Social Security - Nurse	2,160.00	189.82	935.68	1,224.32	43.32
01 1100 230 001	Retirement - Classified HS	590.00	49.02	196.08	393.92	33.23
01 1100 231 001	Retirement - HS Teach	59,900.00	5,710.62	22,908.08	36,991.92	38.24
01 1100 231 002	Retirement - Elem Teach	55,000.00	3,974.39	17,163.82	37,836.18	31.21
01 1100 232 001	Retirement - HS Paras	1,000.00	99.10	427.74	572.26	42.77
01 1100 232 002	Retirement - Elem Paras	6,140.00	497.54	2,349.97	3,790.03	38.27
01 1100 233 001	Retirement - HS Subs	300.00	163.23	340.06	(40.06)	113.35
01 1100 233 002	Retirement - Elem Subs	200.00	200.00	376.47	(176.47)	188.24
01 1100 234 000	Retirement - Tech	6,825.00	566.03	2,264.12	4,560.88	33.17
01 1100 236 000	Retirement - Nurse	2,076.00	184.18	906.27	1,169.73	43.65
01 1100 237 000	Retirement Inc Cont - Dist	3,100.00	74.20	313.55	2,786.45	10.11
01 1100 237 001	Retirement Inc Cont - HS	25,150.00	595.57	2,360.99	22,789.01	9.39
01 1100 237 002	Retirement Inc Cont - Elem	22,830.00	462.03	1,967.13	20,862.87	8.62
01 1100 281 001	Health Benefits - HS Teach	71,380.00	5,639.72	22,558.88	48,821.12	31.60
01 1100 281 002	Health Benefits - Elem Teach	82,770.00	6,844.74	27,378.96	55,391.04	33.08
01 1100 443 000	Rentals & Leases - Dist	5,000.00	0.00	4,051.05	948.95	81.02
01 1100 443 001	Rentals & Leases - HS	40,000.00	79.10	21,740.35	18,259.65	54.35
01 1100 443 002	Rentals & Leases - Elem	10,000.00	0.00	8,102.10	1,897.90	81.02
01 1100 580 000	Travel & Mileage - Dist	500.00	0.00	0.00	500.00	0.00
01 1100 580 001	Travel & Mileage - HS	500.00	0.00	0.00	500.00	0.00
01 1100 580 002	Travel & Mileage - Elem	500.00	0.00	0.00	500.00	0.00
01 1100 610 000	Instruction Supply - Dist	17,000.00	369.82	1,842.11	15,157.89	10.84
01 1100 610 001	Instructional Supply - HS	25,000.00	966.37	6,607.80	18,392.20	26.43
01 1100 610 002	Instructional Supply - Elem	23,000.00	54.36	2,851.71	20,148.29	12.40
01 1100 640 000	Instructional Textbooks - Dist	3,000.00	0.00	0.00	3,000.00	0.00
01 1100 640 001	Instructional Textbooks - HS	20,000.00	0.00	0.00	20,000.00	0.00
01 1100 640 002	Instructional Textbooks - Elem	60,000.00	0.00	0.00	60,000.00	0.00
01 1100 643 000	Computer Software - Dist	18,000.00	512.37	6,229.31	11,770.69	34.61
01 1100 643 001	Computer Software - HS	5,000.00	0.00	0.00	5,000.00	0.00
01 1100 643 002	Computer Software - Elem	8,000.00	0.00	0.00	8,000.00	0.00
01 1100 650 000	Tech Supplies - Dist	8,000.00	319.73	15,448.31	(7,448.31)	193.10
01 1100 650 001	Tech Supplies - HS	5,000.00	0.00	0.00	5,000.00	0.00
01 1100 650 002	Tech Supplies - Elem	1,000.00	0.00	1,317.56	(317.56)	131.76

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Account Number	Account Description	Budget	During Month	Expenditures to Date	Balance at EOM	% of Budget
01 1100 731 000	Equipment - District	3,000.00	398.00	398.00	2,602.00	13.27
01 1100 731 001	Equipment - HS	3,000.00	0.00	3,264.60	(264.60)	108.82
01 1100 731 002	Equipment - Elem	3,000.00	0.00	0.00	3,000.00	0.00
01 1100 733 000	Furniture - District	1,000.00	0.00	8.24	991.76	0.82
01 1100 733 001	Furniture - HS	2,000.00	0.00	0.00	2,000.00	0.00
01 1100 733 002	Furniture - Elem	2,000.00	0.00	0.00	2,000.00	0.00
01 1100 734 000	Tech Equip - Dist	6,000.00	0.00	3,371.68	2,628.32	56.19
01 1100 734 001	Tech Equip - HS	6,000.00	0.00	0.00	6,000.00	0.00
01 1100 734 002	Tech Equip - Elem	3,000.00	0.00	0.00	3,000.00	0.00
01 1100 890 000	Other Expense - Dist	13,000.00	685.81	1,750.06	11,249.94	13.46
01 1100 890 001	Other Expense - HS	6,000.00	60.00	572.45	5,427.55	9.54
01 1100 890 002	Other Expense - Elem	6,000.00	45.00	209.80	5,790.20	3.50
1100	REGULAR INSTRUCTIONAL PROGRAMS	3,181,571.00	236,502.04	1,036,786.36	2,144,784.64	32.59
01 1160 112 001	Poverty Instruction - HS	0.00	0.00	0.00	0.00	0.00
01 1160 112 002	Poverty Instruction - Elem	0.00	0.00	0.00	0.00	0.00
1160	PROVERTY PROGRAMS	0.00	0.00	0.00	0.00	0.00
01 1190 111 002	PreK Teacher Salary	44,390.00	3,699.17	14,796.68	29,593.32	33.33
01 1190 112 002	PreK Para Salary	10,800.00	776.48	2,015.48	8,784.52	18.66
01 1190 123 002	PreK Subs	0.00	0.00	0.00	0.00	0.00
01 1190 151 002	ADD'L COMP TEACHERS	700.00	0.00	120.00	580.00	17.14
01 1190 211 002	PreK Health Insurance	31,136.00	2,472.95	9,891.80	21,244.20	31.77
01 1190 221 002	PreK Social Security - Teach	3,396.00	282.99	1,141.14	2,254.86	33.60
01 1190 222 002	PreK Social Security - Para	826.00	59.40	154.20	671.80	18.67
01 1190 223 002	PK Substitute SS	0.00	0.00	0.00	0.00	0.00
01 1190 231 002	PreK Retirement - Teach	3,316.00	271.99	1,096.79	2,219.21	33.08
01 1190 232 002	PreK Retirement - Para	795.00	57.10	148.21	646.79	18.64
01 1190 237 002	PreK Retirement Inc Cont	1,412.00	32.55	123.13	1,288.87	8.72
01 1190 330 000	Pre K Transportation	200.00	0.00	0.00	200.00	0.00
01 1190 330 002	Pre K Training & Development	100.00	0.00	0.00	100.00	0.00
01 1190 580 002	Pre K Travel	100.00	0.00	0.00	100.00	0.00
01 1190 610 002	Pre K Supplies	1,000.00	0.00	484.28	515.72	48.43
01 1190 734 002	Pre K Computer Hardware	0.00	0.00	0.00	0.00	0.00
01 1190 890 002	PreK Other Expense	50.00	0.00	75.00	(25.00)	150.00
1190	EARLY CHILDHOOD ED PROGRAMS	98,221.00	7,652.63	30,046.71	68,174.29	30.59
01 1200 111 001	Sped Teacher Salaries - HS	66,778.00	4,475.95	21,170.44	45,607.56	31.70
01 1200 111 002	Sped Teachers Salary - Elem	107,308.00	8,942.33	35,769.32	71,538.68	33.33
01 1200 112 001	Sped Para Salaries - HS	63,683.00	5,931.08	20,021.60	43,661.40	31.44
01 1200 112 002	Sped Para Salaries - Elem	63,683.00	7,077.30	33,638.89	30,044.11	52.82
01 1200 123 001	Sped Sub Salaries - HS	3,500.00	1,000.00	2,600.00	900.00	74.29
01 1200 123 002	Sped Sub Salaries - Elem	3,500.00	245.00	2,965.00	535.00	84.71
01 1200 151 001	Sped Add'l Comp - HS	2,500.00	0.00	258.78	2,241.22	10.35
01 1200 151 002	Sped Add'l Comp - Elem	2,500.00	32.17	128.68	2,371.32	5.15
01 1200 211 001	Sped Health Ins. Teach - HS	26,800.00	2,111.63	8,446.52	18,353.48	31.52
01 1200 211 002	Health Insurance - Elem	31,136.00	2,472.95	9,891.80	21,244.20	31.77
01 1200 221 001	Sped Soc Sec Teach - HS	5,380.00	325.94	1,576.98	3,803.02	29.31
01 1200 221 002	Sped Soc Sec Teach - Elem	9,514.00	759.07	3,036.27	6,477.73	31.91
01 1200 222 001	Sped Soc Sec Para - HS	4,875.00	453.72	1,531.64	3,343.36	31.42
01 1200 222 002	Sped Soc Sec Paras - Elem	4,875.00	540.50	2,569.73	2,305.27	52.71
01 1200 223 001	Sped Soc Sec Subs - HS	268.00	76.51	198.90	69.10	74.22
01 1200 223 002	Sped Soc Sec Subs - Elem	268.00	18.74	226.82	41.18	84.63
01 1200 231 001	Sped Retire Teach - HS	5,168.00	329.11	1,575.65	3,592.35	30.49
01 1200 231 002	Sped Retire Teach - Elem	8,150.00	659.88	2,639.52	5,510.48	32.39
01 1200 232 001	Sped Retire Paras - HS	485.00	436.10	1,472.14	(987.14)	303.53
01 1200 232 002	Sped Retire Paras - Elem	4,685.00	520.38	2,473.39	2,211.61	52.79
01 1200 233 001	Sped Retire Subs - HS	100.00	0.00	0.00	100.00	0.00
01 1200 233 002	Sped Retire Subs - Elem	100.00	0.00	0.00	100.00	0.00
01 1200 237 001	Sped Retire Inc Cont-HS	3,383.00	75.68	301.44	3,081.56	8.91
01 1200 237 002	Sped Retire Inc Cont-Elem	4,406.00	116.74	505.72	3,900.28	11.48
01 1200 281 001	Sped Teach Health Ben - HS	4,336.00	361.32	1,445.28	2,890.72	33.33



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Account Number	Account Description	Budget	During Month	Expenditures to Date	Balance at EOM	% of Budget
01 1200 281 002	Sped Teach Health Ben-Elem	13,600.00	1,129.84	4,519.36	9,080.64	33.23
01 1200 340 001	Professional Services - HS	11,590.00	965.83	3,863.32	7,726.68	33.33
01 1200 340 002	Professional Services - Elem	15,711.00	1,309.25	5,237.00	10,474.00	33.33
01 1200 591 001	Sped Services - HS	64,938.00	6,447.20	19,305.35	45,632.65	29.73
01 1200 591 002	Sped Services - Elem	55,466.00	1,357.99	3,592.24	51,873.76	6.48
01 1200 610 001	Sped Supplies - HS	7,500.00	99.00	1,621.79	5,878.21	21.62
01 1200 610 002	Sped Supplies - Elem	7,500.00	0.00	1,017.80	6,482.20	13.57
01 1200 643 000	Sped Software	2,000.00	0.00	0.00	2,000.00	0.00
01 1200 733 001	Sped Equipment - HS	2,000.00	0.00	0.00	2,000.00	0.00
01 1200 733 002	Sped Equipment - Elem	2,000.00	0.00	0.00	2,000.00	0.00
01 1200 890 001	Sped Other Exp - HS	10,000.00	0.00	0.00	10,000.00	0.00
01 1200 890 002	Sped Other Exp - Elem	10,000.00	0.00	0.00	10,000.00	0.00
1200	<b>SPECIAL EDUCATION INSTRUCTIONAL PROGRAMS</b>	<b>629,686.00</b>	<b>48,271.21</b>	<b>193,601.37</b>	<b>436,084.63</b>	<b>30.75</b>
01 1291 591 002	3-5 Special Ed Services	1,000.00	0.00	0.00	1,000.00	0.00
1291	<b>Special Ed Ages 3-5</b>	<b>1,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,000.00</b>	<b>0.00</b>
01 1292 591 002	Birth-2 Services	300.00	0.00	0.00	300.00	0.00
1292	<b>Special Ed B-2</b>	<b>300.00</b>	<b>0.00</b>	<b>0.00</b>	<b>300.00</b>	<b>0.00</b>
01 1300 111 001	Summer School	5,000.00	0.00	0.00	5,000.00	0.00
1300	<b>Summer School</b>	<b>5,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>5,000.00</b>	<b>0.00</b>
01 2110 643 000	Attendance Services	8,000.00	0.00	0.00	8,000.00	0.00
2110	<b>ATTENDANCE AND SOCIAL WORK SERVICES</b>	<b>8,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>8,000.00</b>	<b>0.00</b>
01 2120 111 000	Guidance Salary - Dist	75,270.00	6,272.50	25,090.00	50,180.00	33.33
01 2120 151 000	Guidance - Add'l Comp	7,925.00	561.29	2,245.16	5,679.84	28.33
01 2120 211 000	Guidance Health Ins	31,136.00	2,437.62	9,750.48	21,385.52	31.32
01 2120 221 000	Guidance Social Security	6,364.00	512.10	2,048.41	4,315.59	32.19
01 2120 231 000	Guidance Retirement	6,117.00	502.48	2,009.92	4,107.08	32.86
01 2120 237 000	Guidance Retire Inc Cont	2,101.00	49.70	198.80	1,902.20	9.46
01 2120 610 001	Pupil Support - HS	15,000.00	527.25	3,568.44	11,431.56	23.79
01 2120 610 002	Pupil Support - Elem	8,000.00	1,015.86	2,542.19	5,457.81	31.78
01 2120 890 001	Guidance Other Exp - HS	600.00	0.00	164.00	436.00	27.33
01 2120 890 002	Guidance Other Exp - Elem	300.00	0.00	0.00	300.00	0.00
2120	<b>GUIDANCE SERVICES</b>	<b>152,813.00</b>	<b>11,878.80</b>	<b>47,617.40</b>	<b>105,195.60</b>	<b>31.16</b>
01 2140 320 000	Mental Health Specialist	10,000.00	818.66	3,274.64	6,725.36	32.75
2140	<b>Psychological Services</b>	<b>10,000.00</b>	<b>818.66</b>	<b>3,274.64</b>	<b>6,725.36</b>	<b>32.75</b>
01 2141 591 001	Psychology Services - HS	24,567.00	2,068.63	8,274.52	16,292.48	33.68
01 2141 591 002	Psychology Services - Elem	24,900.00	2,068.63	8,274.52	16,625.48	33.23
2141	<b>PSYCHOLOGICAL SERVICES</b>	<b>49,467.00</b>	<b>4,137.26</b>	<b>16,549.04</b>	<b>32,917.96</b>	<b>33.45</b>
01 2151 591 001	Speech Services - HS	88,589.00	737.98	1,796.95	86,792.05	2.03
01 2151 591 002	Speech Services	0.00	9,489.40	23,640.01	(23,640.01)	0.00
01 2151 610 002	Speech Supplies	1,500.00	0.00	0.00	1,500.00	0.00
2151	<b>SPEECH SERVICES</b>	<b>90,089.00</b>	<b>10,227.38</b>	<b>25,436.96</b>	<b>64,652.04</b>	<b>28.24</b>
01 2161 591 001	Occupational Therapy - HS	48,109.00	262.86	788.58	47,320.42	1.64
01 2161 591 002	Occupational Therapy - Elem	0.00	4,731.48	14,194.44	(14,194.44)	0.00
2161	<b>OCCUPATIONAL THERAPY</b>	<b>48,109.00</b>	<b>4,994.34</b>	<b>14,983.02</b>	<b>33,125.98</b>	<b>31.14</b>
01 2171 591 001	Physical Therapy - HS	19,609.00	227.75	683.25	18,925.75	3.48
01 2171 591 002	Physical Therapy - Elem	0.00	1,822.00	5,466.00	(5,466.00)	0.00
2171	<b>PHYSICAL THERAPY</b>	<b>19,609.00</b>	<b>2,049.75</b>	<b>6,149.25</b>	<b>13,459.75</b>	<b>31.36</b>
01 2220 111 000	Library Salary	71,796.00	5,983.00	23,932.00	47,864.00	33.33
01 2220 151 000	Library Add'l Comp	4,555.00	84.68	338.72	4,216.28	7.44
01 2220 211 000	Libr Health Insur	26,800.00	2,111.63	8,446.52	18,353.48	31.52
01 2220 221 000	Libr Social Security	6,364.00	463.48	1,853.91	4,510.09	29.13
01 2220 231 000	Librarian Retirement	5,615.00	446.15	1,784.60	3,830.40	31.78
01 2220 237 000	Library Retire Inc Cont	1,928.00	44.12	176.48	1,751.52	9.15
01 2220 281 000	Library Health Benefit	4,336.00	361.32	1,445.28	2,890.72	33.33
01 2220 610 000	Library Supplies	1,000.00	0.00	0.00	1,000.00	0.00
01 2220 640 000	Library Books & Periodicals	5,000.00	0.00	995.22	4,004.78	19.90
01 2220 641 000	Audio Visual Material	1,000.00	0.00	0.00	1,000.00	0.00
01 2220 650 000	Library Technology Supplies	2,500.00	0.00	0.00	2,500.00	0.00

**Expenditure Summary**

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Account Number	Account Description	Budget	During Month	Expenditures to Date	Balance at EOM	% of Budget
01 2220 733 000	Library Furniture	500.00	0.00	0.00	500.00	0.00
01 2220 734 000	Library Tech Equipment	1,000.00	0.00	0.00	1,000.00	0.00
01 2220 890 000	Other Expense	300.00	0.00	0.00	300.00	0.00
2220	SCHOOL LIBRARY	132,694.00	9,494.38	38,972.73	93,721.27	29.37
01 2224 382 000	Distance Learning	23,000.00	0.00	23,000.00	0.00	100.00
2224	EDUCATIONAL TELEVISION SERVICES	23,000.00	0.00	23,000.00	0.00	100.00
01 2310 340 000	Superintendent Search	0.00	0.00	0.00	0.00	0.00
01 2310 520 000	Liability Insurance	13,440.00	0.00	13,432.65	7.35	99.95
01 2310 521 000	Board Fidelity Bond	100.00	0.00	0.00	100.00	0.00
01 2310 580 000	Board Mileage	500.00	0.00	0.00	500.00	0.00
01 2310 810 000	Board Supt Dues Fees	9,000.00	0.00	352.09	8,647.91	3.91
01 2310 890 000	Board Other Expense	4,000.00	1,794.98	1,794.98	2,205.02	44.87
2310	BOARD OF EDUCATION	27,040.00	1,794.98	15,579.72	11,460.28	57.62
01 2320 105 000	Superintendent Salary	130,000.00	10,833.33	43,333.32	86,666.68	33.33
01 2320 215 000	Superintendent Health Ins	31,136.00	2,472.95	9,891.80	21,244.20	31.77
01 2320 225 000	Superintendent Soc Sec	9,945.00	810.86	3,259.30	6,685.70	32.77
01 2320 235 000	Superintendent Retirement	9,559.00	796.55	3,186.20	6,372.80	33.33
01 2320 237 000	Supt Retire Inc Cont	3,283.00	78.78	315.12	2,967.88	9.60
01 2320 580 000	Supt. Travel & Mileage	500.00	515.00	515.00	(15.00)	103.00
01 2320 610 000	Supt Supplies	2,500.00	0.00	0.00	2,500.00	0.00
01 2320 733 000	Supt Furniture	1,000.00	0.00	0.00	1,000.00	0.00
01 2320 810 000	Supt Dues, Fees	4,500.00	1,011.28	1,290.28	3,209.72	28.67
01 2320 890 000	Supt. Other Expense	4,000.00	79.44	1,806.51	2,193.49	45.16
2320	EXECUTIVE ADMINISTRATION	196,423.00	16,598.19	63,597.53	132,825.47	32.38
01 2330 317 000	Legal Services	15,000.00	2,017.50	3,088.50	11,911.50	20.59
2330	DISTRICT LEGAL SERVICES	15,000.00	2,017.50	3,088.50	11,911.50	20.59
01 2410 110 001	Clerical Salary - HS	40,290.00	3,169.03	13,137.42	27,152.58	32.61
01 2410 110 002	Clerical Salary - Elem	31,570.00	2,613.63	12,337.36	19,232.64	39.08
01 2410 111 001	Principal Salary - HS	112,350.00	9,362.50	37,450.00	74,900.00	33.33
01 2410 111 002	Principal Salary - Elem	95,000.00	7,916.67	31,666.68	63,333.32	33.33
01 2410 130 001	Clerical Overtime - HS	0.00	0.00	0.00	0.00	0.00
01 2410 151 001	Principal Add'l Comp - HS	500.00	0.00	0.00	500.00	0.00
01 2410 151 002	Principal Add'l Comp - Elem	500.00	0.00	0.00	500.00	0.00
01 2410 211 001	Principal Health Ins - HS	26,790.00	2,111.63	8,446.52	18,343.48	31.53
01 2410 211 002	Principal Health Ins - Elem	31,136.00	2,472.95	9,891.80	21,244.20	31.77
01 2410 220 001	Clerical Soc Sec - HS	3,080.00	242.43	1,005.01	2,074.99	32.63
01 2410 220 002	Clerical Soc Sec - Elem	2,415.00	196.32	928.90	1,486.10	38.46
01 2410 221 001	Principal Soc Sec - HS	8,595.00	716.24	2,864.96	5,730.04	33.33
01 2410 221 002	Principal Soc Sec - Elem	7,268.00	603.60	2,414.40	4,853.60	33.22
01 2410 230 001	Clerical Retirement - HS	2,963.00	233.01	965.96	1,997.04	32.60
01 2410 230 002	Clerical Retirement - Elem	2,322.00	192.17	907.13	1,414.87	39.07
01 2410 231 001	Principal Retirement - HS	8,297.00	688.41	2,753.64	5,543.36	33.19
01 2410 231 002	Principal Retirement - Elem	7,022.00	582.10	2,328.40	4,693.60	33.16
01 2410 237 001	Prin Retire Inc Cont-HS	3,867.00	91.13	367.85	3,499.15	9.51
01 2410 237 002	Priin Retire Inc Cont-Elem	3,209.00	76.57	319.99	2,889.01	9.97
01 2410 281 001	Health Benefits - HS	4,346.00	361.32	1,445.28	2,900.72	33.26
01 2410 281 002	Health Benefits - Elem	0.00	0.00	0.00	0.00	0.00
01 2410 580 001	Principal Trave Exp - HS	500.00	833.74	833.74	(333.74)	166.75
01 2410 580 002	Principal Travel - Elem	500.00	0.00	0.00	500.00	0.00
01 2410 610 001	Principal Supply - HS	1,000.00	0.00	2,941.47	(1,941.47)	294.15
01 2410 610 002	Principal Supply - Elem	1,000.00	0.00	179.00	821.00	17.90
01 2410 733 001	Principal Furniture - HS	1,000.00	0.00	0.00	1,000.00	0.00
01 2410 733 002	Principal Furniture - Elem	1,000.00	0.00	0.00	1,000.00	0.00
01 2410 810 001	Dues & Fees - HS	1,250.00	305.00	720.00	530.00	57.60
01 2410 810 002	Dues & Fees - Elem	1,250.00	0.00	205.00	1,045.00	16.40
01 2410 890 001	Principal Other Exp - HS	1,250.00	85.61	185.61	1,064.39	14.85
01 2410 890 002	Principal Other Exp - Elem	1,250.00	0.00	0.00	1,250.00	0.00
2410	OFFICE OF PRINCIPAL	401,520.00	32,854.06	134,296.12	267,223.88	33.45



**Expenditure Summary**

December 2025

Account Number	Account Description	Budget	During Month	Expenditures to Date	Balance at EOM	% of Budget
01 2510 116 000	Bookkeeper Salary	66,915.00	5,147.20	21,934.47	44,980.53	32.78
01 2510 216 000	Bookkeeper Health Ins	31,136.00	2,472.95	9,891.80	21,244.20	31.77
01 2510 226 000	Bookkeeper Social Security	5,120.00	388.57	1,654.78	3,465.22	32.32
01 2510 236 000	Bookkeeper Retirement	4,920.00	378.46	1,612.79	3,307.21	32.78
01 2510 237 000	Retirement Inc Cont	1,690.00	37.43	159.50	1,530.50	9.44
01 2510 271 000	Workman Compensation	18,274.00	0.00	18,274.00	0.00	100.00
01 2510 286 000	Bookkeeper Health Ben	31,136.00	0.00	0.00	31,136.00	0.00
01 2510 315 000	Auditing Services	10,050.00	0.00	11,800.00	(1,750.00)	117.41
01 2510 382 000	Telephone	20,000.00	1,203.64	6,116.99	13,883.01	30.58
01 2510 443 000	Copiers	15,000.00	1,414.07	5,508.08	9,491.92	36.72
01 2510 531 000	Postage	4,000.00	314.46	1,179.43	2,820.57	29.49
01 2510 540 000	Advertising	3,000.00	137.45	1,483.70	1,516.30	49.46
01 2510 610 000	Office Supplies	1,200.00	0.00	109.50	1,090.50	9.13
01 2510 643 000	Office Software	14,000.00	2,857.80	2,857.80	11,142.20	20.41
01 2510 890 000	Other Expense	1,000.00	0.00	525.75	474.25	52.58
<b>2510</b>	<b>GENERAL ADMIN-BUSINESS SERVICE</b>	<b>227,441.00</b>	<b>14,352.03</b>	<b>83,108.59</b>	<b>144,332.41</b>	<b>36.54</b>
01 2610 410 000	Water & Sewer	22,000.00	1,223.37	7,607.35	14,392.65	34.58
01 2610 520 000	Property Insurance	58,210.00	0.00	58,208.15	1.85	100.00
01 2610 610 000	Supplies	45,000.00	2,378.17	24,051.65	20,948.35	53.45
01 2610 621 000	Fuel	105,000.00	10,491.49	32,431.59	72,568.41	30.89
01 2610 890 000	Other Expense	1,000.00	0.00	150.00	850.00	15.00
<b>2610</b>	<b>MAINTENANCE &amp; CUSTODIAL</b>	<b>231,210.00</b>	<b>14,093.03</b>	<b>122,448.74</b>	<b>108,761.26</b>	<b>52.96</b>
01 2620 110 000	Custodial Salaries	183,880.00	12,217.21	54,255.71	129,624.29	29.51
01 2620 210 000	Health Insurance	76,553.00	5,928.29	23,713.14	52,839.86	30.98
01 2620 220 000	Social Security	14,067.00	928.80	4,127.32	9,939.68	29.34
01 2620 230 000	Retirement	13,520.00	898.31	3,869.76	9,650.24	28.62
01 2620 237 000	Custodian Retire Inc Cont	4,643.00	88.85	382.75	4,260.25	8.24
01 2620 280 000	Health Benefits	0.00	0.00	0.00	0.00	0.00
01 2620 431 000	Maintenance of Buildings	90,000.00	1,501.99	35,601.00	54,399.00	39.56
<b>2620</b>	<b>OPERATION OF BUILDING</b>	<b>382,663.00</b>	<b>21,563.45</b>	<b>121,949.68</b>	<b>260,713.32</b>	<b>31.87</b>
01 2630 431 000	Maintenance Of Groun	25,000.00	0.00	2,675.83	22,324.17	10.70
01 2630 890 000	Other Expense	4,000.00	0.00	0.00	4,000.00	0.00
<b>2630</b>	<b>MAINTENANCE OF GROUNDS</b>	<b>29,000.00</b>	<b>0.00</b>	<b>2,675.83</b>	<b>26,324.17</b>	<b>9.23</b>
01 2660 610 000	School Safety & Security	20,000.00	0.00	556.00	19,444.00	2.78
<b>2660</b>	<b>SCHOOL SAFETY &amp; SECURITY</b>	<b>20,000.00</b>	<b>0.00</b>	<b>556.00</b>	<b>19,444.00</b>	<b>2.78</b>
01 2670 610 000	SUPPLIES	1,000.00	0.00	523.27	476.73	52.33
<b>2670</b>	<b>Safety</b>	<b>1,000.00</b>	<b>0.00</b>	<b>523.27</b>	<b>476.73</b>	<b>52.33</b>
01 2710 110 000	Drivers Salary	75,090.00	6,159.52	25,743.61	49,346.39	34.28
01 2710 210 000	Health Insurance	12,000.00	1,105.00	4,420.02	7,579.98	36.83
01 2710 220 000	Driver Social Security	5,745.00	468.16	1,966.35	3,778.65	34.23
01 2710 230 000	Drivers Retire	5,522.00	414.25	1,536.67	3,985.33	27.83
01 2710 237 000	Drivers Retire Inc Cont	1,383.00	40.97	151.96	1,231.04	10.99
01 2710 332 000	Mileage To Parents	1,000.00	0.00	0.00	1,000.00	0.00
01 2710 519 000	Purchased Transportation	1,000.00	0.00	0.00	1,000.00	0.00
01 2710 520 000	Vehicle Liability Insurance	17,910.00	0.00	17,910.20	(0.20)	100.00
01 2710 626 000	Gas & Oil	25,000.00	1,443.26	6,753.65	18,246.35	27.01
01 2710 732 000	Vehicle Acquisition	85,000.00	0.00	0.00	85,000.00	0.00
01 2710 890 000	Other Expense	6,000.00	699.00	2,184.00	3,816.00	36.40
<b>2710</b>	<b>TRANSPORTATION</b>	<b>235,650.00</b>	<b>10,330.16</b>	<b>60,666.46</b>	<b>174,983.54</b>	<b>25.74</b>
01 2712 332 001	Sped Mileage - HS	500.00	0.00	0.00	500.00	0.00
01 2712 332 002	Sped Mileage - Elem	500.00	0.00	0.00	500.00	0.00
<b>2712</b>	<b>Sped Transportation</b>	<b>1,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,000.00</b>	<b>0.00</b>
01 2730 431 000	Vehicle Repairs & Maint	35,000.00	4,028.59	16,386.58	18,613.42	46.82
<b>2730</b>	<b>Vehicle Servicing &amp; Maintenance</b>	<b>35,000.00</b>	<b>4,028.59</b>	<b>16,386.58</b>	<b>18,613.42</b>	<b>46.82</b>
01 3400 610 001	Local Grants - HS	5,000.00	0.00	0.00	5,000.00	0.00
01 3400 610 002	Local Grants - Elem	5,000.00	0.00	0.00	5,000.00	0.00
<b>3400</b>	<b>CATEGORICAL GRANTS FROM CORPORATIONS &amp; O</b>	<b>10,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>10,000.00</b>	<b>0.00</b>
01 3535 610 001	HAL Grant - HS	2,500.00	80.00	280.00	2,220.00	11.20

**Expenditure Summary**

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Account Number	Account Description	Budget	During Month	Expenditures to Date	Balance at EOM	% of Budget
01 3535 610 002	HAL Grant - Elem	2,500.00	0.00	0.00	2,500.00	0.00
3535	HIGH ABILITY LEARNER	5,000.00	80.00	280.00	4,720.00	5.60
01 3551 610 001	Career Education	7,500.00	0.00	0.00	7,500.00	0.00
3551	CAREER EDUCATION	7,500.00	0.00	0.00	7,500.00	0.00
01 6200 111 002	Title I Part A Salaries	15,841.00	5,018.00	5,018.00	10,823.00	31.68
01 6200 211 002	Title I Part A Benefits	5,000.00	1,171.66	1,171.66	3,828.34	23.43
01 6200 221 002	Title I Part A SS	1,469.00	380.04	380.04	1,088.96	25.87
01 6200 231 002	Title I Part A Retirement	1,898.00	368.97	368.97	1,529.03	19.44
01 6200 237 002	Title I Part A Ret Inc Cont	0.00	36.50	36.50	(36.50)	0.00
01 6200 395 002	Contract Fee	2,214.00	0.00	2,113.76	100.24	95.47
6200	TITLE I PART A	26,422.00	6,975.17	9,088.93	17,333.07	34.40
01 6310 111 002	Title II Part A	10,320.00	0.00	0.00	10,320.00	0.00
01 6310 211 002	Title IIa Health Insurance	5,445.00	0.00	0.00	5,445.00	0.00
01 6310 281 002	Teacher Health Benefit	0.00	0.00	0.00	0.00	0.00
6310	TITLE II PART A	15,765.00	0.00	0.00	15,765.00	0.00
01 6406 395 002	IDEA 619 Base/EP 3-4	2,108.00	0.00	2,108.00	0.00	100.00
6406	IDEA 619 PRESCHOOL	2,108.00	0.00	2,108.00	0.00	100.00
01 6408 395 000	IDEA	72,164.00	17,136.77	43,610.73	28,553.27	60.43
6408	IDEA	72,164.00	17,136.77	43,610.73	28,553.27	60.43
01 6412 395 002	IDEA Nonpublic	0.00	0.00	0.00	0.00	0.00
6412	IDEA NONPUBLIC	0.00	0.00	0.00	0.00	0.00
01 6969 890 000	Title IV Part A	0.00	0.00	0.00	0.00	0.00
6969	Title IV Part A	0.00	0.00	0.00	0.00	0.00
01 6992 734 000	REAP	31,850.00	0.00	0.00	31,850.00	0.00
6992	REAP	31,850.00	0.00	0.00	31,850.00	0.00
01 8000 751 000	Student Fees Transfer	0.00	0.00	0.00	0.00	0.00
01 8000 912 000	Transfer to Hot Lunch	30,000.00	0.00	0.00	30,000.00	0.00
01 8000 913 000	Activity Transfer	20,000.00	0.00	0.00	20,000.00	0.00
8000	TRANSFERS (OUTGOING)	50,000.00	0.00	0.00	50,000.00	0.00
01 9000 890 000	Other Budget Authority	1,898,350.00	0.00	0.00	1,898,350.00	0.00
01 9000 900 000	Non-programmed Exp.	0.00	0.00	5,808.70	(5,808.70)	0.00
9000	NON-PROGRAM EXPENDITURES	1,898,350.00	0.00	5,808.70	1,892,541.30	0.31
01 9002 001 000	Interfund Loan - Bond	0.00	0.00	0.00	0.00	0.00
9002	Loan to Bond	0.00	0.00	0.00	0.00	0.00
		8,371,665.00	477,850.38	2,122,190.86	6,249,474.14	25.35
01	General Fund	8,371,665.00	477,850.38	2,122,190.86	6,249,474.14	25.35

**REVOLVING BUSINESS ACCOUNT**

<b>CK#</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
5252	US Bank	\$ 3,087.45
	TOTAL	<u>\$ 3,087.45</u>

**DEPRECIATION FUND**

\$ -

**BUILDING FUND**

\$ -



# AIA® Document B101® – 2017

## Standard Form of Agreement Between Owner and Architect

**AGREEMENT** made as of the 11<sup>th</sup> day of November in the year 2025

**BETWEEN** the Architect's client identified as the Owner:

Lincoln County School District 56-0055, c/k/a  
Sutherland Public Schools  
402 Walnut St.  
Sutherland, NE 69165  
Attn: Superintendent Brett Webster  
(308) 386-4656  
brett.webster@spssailors.org

and the Architect:

Wilkins Architecture Design Planning LLC  
2204 University Dr., Suite 130  
Kearney, NE 68845  
Attn: Jacob Sertich, AIA, NCARB  
(308) 237-5787  
jsertich@wilkinsadp.com

for the following Project:

Kitchen and Bathroom Renovation Project  
Sutherland Public Schools  
402 Walnut St.  
Sutherland, NE 69165

The Owner and Architect agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

## TABLE OF ARTICLES

- 1 INITIAL INFORMATION
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- 7 COPYRIGHTS AND LICENSES
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- 12 SPECIAL TERMS AND CONDITIONS
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### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

§ 1.1.2 The Project's physical characteristics:

A school facilities improvement project consisting of renovation and expansion of the kitchen, and renovation of the north restrooms, together with adjacent facility and infrastructure improvements.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

*(Provide total and, if known, a line item breakdown.)*

A total project budget not to exceed \$1,250,000.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

TBD depending on design development and budget

.2 Construction commencement date:

TBD depending on design development and budget

.3 Substantial Completion date or dates:

TBD depending on design development and budget

**.4 Other milestone dates:**

**§ 1.1.5** The Owner intends the following procurement and delivery method for the Project:  
*(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)*

A traditional, competitively bid, design-bid-build project delivery system.

**§ 1.1.6** [Intentionally deleted]

**§ 1.1.7** The Owner identifies the following representative in accordance with Section 5.3:

Superintendent Brett Webster  
Sutherland Public Schools  
402 Walnut St.  
Sutherland, NE 69165  
(308) 386-4656  
brett.webster@spssailors.org

**§ 1.1.8** The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:  
*(List name, address, and other contact information.)*

Owner's Board of Education

**§ 1.1.9** The Owner shall retain the following consultants and contractors:  
*(List name, legal status, address, and other contact information.)*

**.1** Geotechnical Engineer:

**.2** Civil Engineer:

By Architect

**.3** Other, if any:

*(List any other consultants and contractors retained by the Owner.)*

**§ 1.1.10** The Architect identifies the following representative in accordance with Section 2.3:

Jacob Sertich, AIA, NCARB  
Wilkins Architecture Design Planning LLC  
2204 University Dr., Suite 130  
Kearney, NE 68845  
(308) 237-5787  
jsertich@wilkinsadp.com

**§ 1.1.11** The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:  
*(List name, legal status, address, and other contact information.)*

**§ 1.1.11.1** Consultants retained under Basic Services:

**.1** Civil, Structural, Mechanical, and Electrical Engineer services will all be provided by the Architect.:

**§ 1.1.11.2** Consultants retained under Supplemental Services:



§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall, when appropriate, adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect hereby represents that it (and the individual architects and engineers it employs on this Project) are licensed to practice Architecture (or Engineering, as the case may be) as required by law in the State of Nebraska. Nothing in this Agreement shall be construed to authorize performance by the Architect at a standard of care that is reduced from that which is required by law and which is expected of architects practicing under similar circumstances and conditions.

§ 2.1.1 The Architect will endeavor to provide designs, Construction Documents, and Services that shall conform to all federal, state, and local statutes and regulations governing its Services, the Project, and the Work. The Architect agrees and acknowledges that this duty is non-delegable—and that the Architect, by signing drawings or preparing Construction Documents to submit for purposes of obtaining building and other governmental permits, shall be deemed to have performed reasonable care as defined in paragraph 2.2 to ascertain what codes apply to the Project and has applied them accordingly. Nothing in this Agreement shall be construed to eliminate or diminish the Architect's responsibility for compliance of its design, its Construction Documents, and its Services provided with local, state, and federal statutes and regulations, including but not limited to those that relate to hazardous materials, restrictions on development of wetlands, and accessibility for the physically challenged.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project. This designation shall be submitted in writing for the Owner's approval. Once approved, the designated representative shall not be changed without the Owner's written authorization.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 **Insurance** The Architect shall purchase and maintain the following types and limits of insurance from a company or companies lawfully authorized to do business in the jurisdiction where the Project is located and such insurance company or insurance companies shall have an A.M. Best rating of not less than A- VIII. Unless a different duration is stated below, the Architect shall maintain the required insurance for at least five (5) years after the later occurrence of either the Date of Substantial Completion of the Project or the date on which the Architect last furnishes services to the Owner arising from or related to the Project.

**§ 2.5.1** Commercial General Liability insurance written on an occurrence form with policy limits of not less than One Million Dollars (\$1,000,000) each occurrence, Two Million Dollars (\$2,000,000) general aggregate, and Two Million Dollars (\$2,000,000) aggregate for products-completed operations hazard, providing coverage no less broad than the ISO CG 00 01 coverage form and for claims including, without limitation,

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal and advertising injury;
- .3 damages because of injury to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 contractual liability applicable to the Architect's obligations under this Agreement.

The Architect's completed operations coverage shall be maintained for the period of time the Owner may be held legally liable for the Architect's services, work, or conduct. On behalf of itself and its commercial general liability insurer, the Architect waives subrogation in favor of the Owner; and further the Architect shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same

**§ 2.5.2** Automobile Liability insurance covering vehicles owned by the Architect and hired and non-owned vehicles used by the Architect, its employees, and agents with policy limits of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles specified in this Section 2.5.2, along with any other statutorily required automobile coverage. On behalf of itself and its automobile liability insurer, the Architect waives subrogation in favor of the Owner; and further the Architect shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

**§ 2.5.3** Workers' Compensation at statutory limits. On behalf of itself and its workers compensation insurer, the Architect waives subrogation in favor of the Owner; and further the Architect shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

**§ 2.5.4** Employers' Liability insurance with policy limits not less than One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) each employee, and One Million Dollars (\$1,000,000) policy limit. On behalf of itself and its employers' liability insurer, the Architect waives subrogation in favor of the Owner; and further the Architect shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

**§ 2.5.5** Commercial Umbrella/Excess Liability Insurance with limits of at least Four Million Dollars (\$4,000,000) in excess of Commercial General Liability, Automobile Liability, and Employers' Liability insurance limits such that the total limits of liability of each underlying policy together with the limit of the Commercial Umbrella/Excess Liability policy is no less than Five Million Dollars (\$5,000,000) per occurrence. Coverage under the Commercial Umbrella/Excess Liability policy shall result in the in the same or greater coverage as those required under Sections 2.5.1, 2.5.2, and 2.5.4 and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers. On behalf of itself and its commercial umbrella/excess liability insurer, the Architect waives subrogation in favor of the Owner; and further the Architect shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

**§ 2.5.6** Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than Five Million Dollars (\$5,000,000) per claim and Five Million Dollars (\$5,000,000) in the aggregate. The coverage required in this section shall be maintained for at least ten (10) years following termination of the Agreement or the date of substantial completion, whichever is later.

**§ 2.5.7 Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability, including without limitation the insurance required by sections 2.5.1, 2.5.2, and 2.5.5, to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations. The Owner shall continue as an additional insured, upon the terms herein, for the period of time the Owner may be held legally liable for the Architect's services, work, or conduct. The

Architect shall require all of its consultants, if any, to include the Owner as an additional insured, upon terms substantially identical to those stated above, on the consultant's Commercial General Liability and Automobile Liability coverage.

To be clear, the Architect shall NOT include the Owner as an additional insured on the Professional Liability insurance coverage required by Section 2.5.6, particularly to the extent that such policy(ies) include any so-called "insured-versus-insured" exclusion.

**§ 2.5.8** The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5 at the following times: (1) prior to commencement of the services; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. The Owner's acceptance of the Architect's certificate(s) of insurance does not relieve any of the Architect's responsibilities under the Agreement and shall not constitute a waiver of the Architect's obligation to provide insurance as required by this Agreement. The Owner has the right to receive copies of any of the Architect's insurance policies (including without limitation declaration pages, policy forms, and all endorsements) upon written request.

**§ 2.5.9** The Architect (or its insurance carrier(s)) must provide written notice to the Owner no less than thirty (30) days prior to any cancellation or non-renewal of the Architect's insurance. Within three (3) business days of the date the Architect becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 2.5, the Architect shall provide written notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Architect, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right (but not the obligation) to suspend the services until the lapse in coverage has been cured by the procurement of replacement coverage by the Architect. The furnishing of notice by the Architect shall not relieve the Architect of any contractual obligation to provide any required coverage.

**§ 2.5.10** The Architect shall disclose to the Owner in writing any large deductible (at least \$10,000) or self-insured retentions applicable to any insurance required to be provided by the Architect, and such large deductible or self-insured retention is subject to the Owner's written approval. The Owner has the right, but not necessarily the obligation, to require a proper form of collateral for any such large deductible or self-insured retention.

**§ 2.5.11** The Architect agrees to require its consultants, if any, to comply with the insurance provisions required of the Architect pursuant to this Agreement unless the Architect and Owner mutually agree in writing to modify these requirements for those consultants whose work is of relatively small scope. The Architect agrees that it will contractually obligate its consultants to advise Architect promptly of any changes or lapses of the requisite insurance coverages and Architect agrees to promptly advise Owner of any such notices Architect receives from its consultants. The Architect agrees that it will contractually obligate its consultants to indemnify and hold harmless Owner to the same extent that Architect is required to do so as provided in this Agreement. The Architect assumes all responsibility for monitoring its consultant's insurance certificates for compliance with the insurance and other provisions of this Agreement until final completion of the Project.

**§ 2.5.12** Among other grounds to withhold payment, the Architect's failure to fully comply with all insurance requirements in this Section 2.5 provides the Owner sufficient grounds to withhold some or all payments otherwise due the Architect. The Owner has the right, but not necessarily the obligation, to declare the Architect's failure to fully comply with the insurance requirements in this Section 2.5 a material breach of the Architect's obligations under this Agreement.

**§ 2.5.13** All of the coverage limits stated in this Section 2.5 are minimum insurance limits and shall not be construed in any way to limit the liability of the Architect.

**§ 2.5.14** The Architect's insurance, whether or not specified above, shall be primary to any insurance maintained by the Owner.

### **ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES**

**§ 3.1** The Architect will provide all professional services necessary for the complete design and construction documentation of the Project. The Architect agrees that the Basic Services Fee, as stated in Article 11, represents adequate and sufficient compensation for its timely provision of all professional Basic Services (including those of its consulting structural, mechanical, electrical, plumbing, and civil, and other consulting engineers) necessary to

completely design the Project and prepare Construction Documents that fully indicate the requirements for construction of the Work, whether or not those Services are individually listed or referred to in this Agreement, the only exceptions to this being: (1) the cost of those services that are provided by third parties and that are expressly designated herein as being “the Owner’s responsibility” or “Owner-provided”; and (2) the cost of those engineering or consulting Services that become necessary as a result of an Owner-directed change in Project scope affecting the Architect (and that are the subject of a written agreement for Additional Services between the Owner and the Architect).

**§ 3.1.1** The Architect shall manage the Architect’s services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

**§ 3.1.2** The Architect shall be fully responsible for coordinating all Architect’s Basic and all other services required under this Agreement regardless of whether performed by its own employees or its consultants. The purpose of such coordination is to ensure that the services required are performed in a reasonably efficient, timely and economical manner. The Architect shall be responsible to Owner for the services furnished to Architect by any of its consultants to the same extent as if Architect had furnished the service itself. The Architect also agrees to coordinate and resolve any inconsistencies in its work and the work of its consultants. All of Architect’s contracts with its consultants shall be in writing, signed by both parties, and shall include the following provision: “The Owner is intended to be a third party beneficiary of this agreement.”

**§ 3.1.3** As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner’s approval a schedule for the performance of the Architect’s services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner’s review, for the performance of the Owner’s consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner’s approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

**§ 3.1.4** The Architect shall not be responsible for an Owner’s directive or substitution, or for the Owner’s acceptance of non-conforming Work, made or given without the Architect’s written approval, provided that the Architect notifies the Owner of its disapproval prior to or within a reasonable amount of time after the directive or substitution.

**§ 3.1.5** The Architect represents that it is familiar with, and experienced in the interpretation and implementation of, laws, codes and regulations applicable to the Architect’s services and the Project in general. Accordingly, the Architect shall be subject to a standard of care consistent with industry standards in its execution of the work of this Project and as applicable to such laws, codes and regulations. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project and shall comply with all directives of such authorities. Where necessary for the successful completion of the Project, the Architect shall meet with all appropriate governmental officials in the various design stages hereunder to apprise such officials of the specifics of the Project in order to avoid any deviations from such laws, codes and regulations and in order to expedite all permitting procedures. The Architect acknowledges that Owner is relying on the Architect’s expertise in laws, codes and regulations concerning projects of this type. The Architect agrees that all work performed by the Architect and any consultants of the Architect shall fully comply with all such laws, codes and regulations in a manner consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. In the event that the Project fails to comply with any law, code or regulation in a manner consistent with industry standards, and such failure is not due to the Contractor’s failure to comply with the Contract Documents, then the Architect shall be responsible to the Owner for any damages, including costs of replacement, lost income and all other direct and indirect costs associated with such failure.

**§ 3.1.6** The Architect shall assist the Owner in connection with the Owner’s responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### **§ 3.2 Schematic Design Phase Services**

**§ 3.2.1** The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect’s services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3. If the adjusted preliminary estimate of Construction Cost at this phase exceeds the preliminary construction cost budget previously established, Architect shall recommend to Owner items of possible cost reduction to the scope of the Project to bring it within such budget. The Owner may choose to adopt a new budget at this time, but this shall be done in writing. After Owner's written approval of these cost reductions, they will be incorporated into the design development phase.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

### § 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

### § 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the

Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

**§ 3.4.2** The Architect shall prepare Construction Documents that conform with the laws, codes, ordinances, regulations, and other requirements of governmental authorities having jurisdiction over the Project.

**§ 3.4.3** During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

**§ 3.4.4** The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

**§ 3.4.5** The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

## **§ 3.5 Procurement Phase Services**

### **§ 3.5.1 General**

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

### **§ 3.5.2 Competitive Bidding**

**§ 3.5.2.1** Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

**§ 3.5.2.2** The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

**§ 3.5.2.3** If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

### **§ 3.5.3 Negotiated Proposals**

**§ 3.5.3.1** Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

**§ 3.5.3.2** The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

**§ 3.5.3.3** If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

## **§ 3.6 Construction Phase Services**

### **§ 3.6.1 General**

**§ 3.6.1.1** The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction, as amended by Owner, unless otherwise provided in this Agreement. Modifications made to the General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement.

**§ 3.6.1.2** The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

**§ 3.6.1.3** Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

### **§ 3.6.2 Evaluations of the Work**

**§ 3.6.2.1** The Architect shall visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

**§ 3.6.2.2** The Architect has the authority to reject Work that does not conform to the Contract Documents. If the architect does not reject non-conforming Work, the Architect shall demand in writing that the Contractor bring the non-conforming Work into compliance with the Contract Documents; and, if the Contractor's efforts to do so are not begun and completed expeditiously, the Architect shall report that failure to the Owner in writing, stating: (a) the problem; (b) the reasons for the actions taken by the Architect; (c) what, if any, response has been forthcoming from the Contractor; and (d) what actions by the Owner and/or Contractor are needed or expected. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

**§ 3.6.2.3** The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 3.6.2.4** Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

**§ 3.6.2.5** Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### **§ 3.6.3 Certificates for Payment to Contractor**

**§ 3.6.3.1** The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

**§ 3.6.3.2** The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**§ 3.6.3.3** The Architect shall maintain a record of the Applications and Certificates for Payment.

### **§ 3.6.4 Submittals**

**§ 3.6.4.1** The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review. Submissions that are not approved by the Architect are to be brought to the attention of the Owner concurrent with notification to the Contractor.

**§ 3.6.4.2** The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 3.6.4.3** If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. Nothing in this Agreement shall be construed as an Owner's authorization to the Architect to delegate design responsibility. Except for delegation to consulting engineers who are responsible to, and in privity with, the Architect, any delegation of design responsibility by the Architect must be specifically authorized in writing, in advance, by the Owner, which authorization can be withheld by the Owner for any reason.

**§ 3.6.4.4** The Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

**§ 3.6.4.5** The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.



**§ 3.6.5 Changes in the Work**

**§ 3.6.5.1** The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect shall provide written notice to the Owner of a minor change in the Work as soon as practicable after authorizing the minor change. The Architect shall prepare Change Orders and Construction Change Directives for the Owner’s approval and execution in accordance with the Contract Documents.

**§ 3.6.5.2** The Architect shall maintain records relative to changes in the Work.

**§ 3.6.6 Project Completion**

**§ 3.6.6.1** The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner’s review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect’s knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

**§ 3.6.6.2** The Architect’s inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

**§ 3.6.6.3** When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

**§ 3.6.6.4** The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

**§ 3.6.6.5** Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

**ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES**

**§ 4.1 Supplemental Services**

**§ 4.1.1** Additional Services listed below are not included in Basic Services but may be required for the Project. The Owner may request other Supplemental Services of the Architect. Supplemental Services will be requested by the Owner, and confirmed in writing. Should the Owner request services that the Architect believes to be outside the scope of Basic Services, the Architect shall, before performing those services, inform the Owner in writing of the Architect’s belief that the services requested are Supplemental Services, and shall provide an estimate in writing to the Owner of the probable total of the Additional Service Fees to be incurred in performing the services requested.

*(Designate the Architect’s Supplemental Services and the Owner’s Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

<b>Supplemental Services</b>	<b>Responsibility</b> <i>(Architect, Owner, or not provided)</i>
<b>§ 4.1.1.1</b> Tenant-related services	Not Provided
<b>§ 4.1.1.2</b> Commissioning	Not Provided
<b>§ 4.1.1.3</b> Sustainable Project Services	Not Provided
<b>§ 4.1.1.4</b> Fast-track design services	Not Provided

§ 4.1.1.5	Historic preservation	Not Provided
§ 4.1.1.6	Furniture, furnishings, and equipment design	Not Provided

**§ 4.1.2 Description of Supplemental Services**

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect’s responsibility is provided below.

*(Describe in detail the Architect’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect’s Services documents that can be included as an exhibit to describe the Architect’s Supplemental Services.)*

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner’s responsibility is provided below.

*(Describe in detail the Owner’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

**§ 4.2 Architect’s Additional Services**

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect’s schedule.

§ 4.2.1 Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide Additional Services until the Architect receives the Owner’s written authorization.

**ARTICLE 5 OWNER’S RESPONSIBILITIES**

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner’s objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner’s budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner’s other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner’s budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner’s budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project’s scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner’s behalf with respect to the Project. The Owner shall render decisions and approve the Architect’s submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect’s services. Notwithstanding anything to the contrary contained in this Agreement, Owner’s review and approval of any and all documents or other matters required herein shall be for the purpose of design, program, and project scope compliance and providing Architect with information and not for the purpose of determining the technical accuracy and completeness of such documents. Such review and approval by Owner shall in no way create any liability on the part of Owner (notwithstanding any professional skill and judgment possessed by Owner) for technical errors, inconsistencies or omissions in any approved documents, nor shall such review and approval alter Architect’s responsibilities hereunder with respect to such documents.

§ 5.4 Where necessary for the Architect’s performance of the Services, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site;

locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 [Intentionally deleted]

§ 5.8 The Architect shall coordinate its Services and those of its Consultants with services provided by the Owner.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials, where needed for performance of the Work and where the need is not the result, in whole or in part, of the Architect's negligence or failure to perform.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests, where needed for performance of the Work and where the need is not the result, in whole or in part, of the Architect's negligence or failure to perform.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall endeavor to include the Architect in all communications with the Contractor that the Owner knows relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## **ARTICLE 6 COST OF THE WORK**

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect as part of the Basic Services, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods

of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

**§ 6.3** In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

**§ 6.4** If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

**§ 6.5** If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

**§ 6.6** If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

**§ 6.7** If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work, the Architect's services for modifying the Construction Documents shall be without additional compensation.

## **ARTICLE 7 COPYRIGHTS AND LICENSES**

**§ 7.1** The Architect hereby assigns to the Owner, without reservation, all copyrights to all project-related documents, models, photographs, and other expression created by the Architect. Among those documents are certain "Instruments of Service," including the design drawings and the drawings and specifications that are included in the Contract Documents. Also, the Owner's obligation to pay the Architect is expressly conditioned upon the Architect's obtaining a valid written comprehensive assignment of copyrights from his Consultants in terms identical to those that obligate the Architect to the Owner as expressed in this subparagraph, which copyrights the Architect, in turn, hereby assigns to the Owner. The Owner, in return, hereby grants the Architect a nonexclusive license to reproduce the documents for purposes relating directly to the Architect's performance of this Project, for the Architect's archival records, and for the Architect's reproduction of drawings and photographs in the Architect's marketing materials, provided the contents of those materials, as to this Project, are approved as requested in Paragraph 6.3 of this Agreement. No other project-related documents may be reproduced for any other purpose without the express written permission of the Owner. No other copyrights are included in this grant of nonexclusive license to the Architect. This nonexclusive license shall terminate automatically and immediately upon the occurrence of either a breach of this Agreement by the Architect or the commission by the Architect of a tort or a crime potentially affecting the Owner or the Project. This nonexclusive license is granted to the Architect alone and shall not be assigned by the Architect to any other person or entity. Other provisions of this Agreement notwithstanding, this nonexclusive license shall terminate automatically upon an Architect's assignment of this nonexclusive license to another or his attempt to do so. However, nothing in this paragraph shall be construed to preclude the Architect from, in turn, assigning to his Consultants a nonexclusive license coextensive with the Architect's applying to the documents originally created by that Consultant.

**§ 7.2** If the Owner subsequently reproduces project-related documents or creates a derivative work based upon project-related documents created by the Architect, where permitted or required by law, the Owner shall where permitted by law or required by law remove or completely obliterate the original professional seals, logos, and other indications on the documents of the identity of the Architect and his Consultants. However, if required by law, such identification with appropriate qualifying language or other statutorily prescribed information identifying the original Architect may remain or be applied by the Owner or by a designee of the Owner. The Owner agrees to hold the Architect and its consultants harmless from claims that may arise from any reuse.

**§ 7.3** The Architect shall maintain the confidentiality of all Project documents and shall not publish or in any way disseminate or distribute any project documents, including, but not limited to, correspondence, estimates, drawings, specifications, photographs, or any other material relating to the Project without the express written permission of the Owner.

## **ARTICLE 8 CLAIMS AND DISPUTES**

**§ 8.1** The Architect and Owner may mutually agree to submit to mediation any claim, dispute, or other matter in question arising out of or related to this Agreement, but shall not be obligated to do so as a prerequisite of instituting any legal action. If the parties agree to engage in mediation, they shall share in the payment of mediator's fees and filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon by the Architect and Owner.

**§ 8.2** Notwithstanding any reference to arbitration contained in this Agreement, neither the Architect nor the Owner shall be obligated to resolve any Claim through arbitration.

## **ARTICLE 9 TERMINATION OR SUSPENSION**

**§ 9.1** The Architect shall give the Owner twenty-one (21) days' written notice of the Architect's intention to terminate or suspend provision of services. This notice shall specify the Architect's reasons(s) for the intended termination or suspension and shall state with specificity the means by which the owner may cure the asserted grievance.

**§ 9.2** Unless otherwise noted herein, the Architects shall be compensated for services fully and satisfactorily performed prior to suspension if the Project is suspended by the Owner for more than ninety (90) consecutive days.

**§ 9.3** If the Project is suspended or the Architect's services are suspended for more than ninety (90) consecutive days, the Architect may terminate this Agreement by giving not less than twenty-one (21) days' written notice.

**§ 9.4** This Agreement may be terminated by the Owner, with or without cause, for the Owner's convenience upon not less than seven (7) days' written notice to the Architect. The Owner shall compensate the Architect for all sums due hereunder to the date of termination, but the Owner shall have no obligation to pay or reimburse the Architect for lost profits or unabsorbed overhead or any other consequential or incidental damages.

**§ 9.5** This Agreement or any part of it may be suspended by the Owner upon written notice to the Architect. The Owner shall compensate the Architect for all sums due hereunder to the date of suspension, but the Owner shall have no obligation to pay or reimburse the Architect for lost profits or unabsorbed overhead or any other consequential or incidental damages.

**§ 9.6** In the event that the Architect fails to perform in accordance with the terms and conditions of this Agreement, Owner may send a Notice of Termination to the Architect. The Architect shall then have seven (7) days from the date of transmittal to cure the default or breach. The Notice of Termination shall be effective if the Architect does not cure the default or breach within seven (7) days after its date of transmittal. The Owner shall compensate the Architect for all sums due hereunder to the date of termination, but the Owner shall have no obligation to pay or reimburse the Architect for lost profits or unabsorbed overhead or any other consequential or incidental damages. However, the Owner shall be entitled to offset any amounts due and owing the Architect pursuant to this provision by the amounts of any damages incurred by the Owner as a result of the Architect's breach, which offset shall not prejudice the right of the Owner to recover additional damages or to exercise any other remedy at law or in equity. If termination made pursuant to this section is later found or agreed to have been improper, then the termination pursuant to section 9.4.

## ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the internal laws of the State of Nebraska without regard to its choice of law rules. Any action between the Parties concerning causes of action arising from or related to this Agreement or the Project must be brought solely and exclusively in a trial court for the county in which the Project is located; and the Parties hereby waive any objection to the jurisdiction of such courts over causes of action arising from or related to the Contract, including but not limited to objections on the basis of lack of personal jurisdiction, improper venue, or *forum non conveniens*.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, as amended, unless a contrary definition is set forth or inferable from this Agreement.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner’s rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site, unless the hazardous materials or toxic substances were brought to the Project pursuant to the terms of the Contract Documents. Should the Architect become aware of the presence of hazardous materials or toxic substances on the Project site, it shall immediately report that presence to the Owner in writing.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect’s promotional and professional materials upon the prior written approval of the Owner. The Architect shall be given reasonable access to the completed Project to make such representations. The Architect’s materials shall not include the Owner’s confidential or proprietary information and the Architect shall not take or use photographs which include pictures of the Owner’s students, faculty, employees, volunteers, or visitors without the prior written approval of the Owner. The Owner shall provide professional credit for the Architect in the Owner’s promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as “confidential” or “business proprietary,” the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose “confidential” or “business proprietary” information when required by law, arbitrator’s order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute between the parties. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining

provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

**§ 10.10** The Architect shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If the Architect employs or contracts with any Subcontractor or Consultant in connection with this Agreement, the Architect shall include a provision in the contract requiring the Subcontractor or Consultant to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

**§ 10.11** The Architect agrees that all Drawings and Specifications and other documents prepared by the Architect for the Project which are utilized by the Owner and/or Owner's contractor or contractors, shall be reasonably accurate and complete as is customary for typical construction documents. The Architect shall notify the Owner in a prompt and timely manner of any discovered discrepancies, inconsistencies or missing information necessary to provide reasonably accurate and complete documents. Failure to so notify the Owner will be considered a breach of the standard of professional practice set forth in this Agreement.

**§ 10.12** The Architect shall promptly advise the Owner of any problems which come to its attention that may cause a delay in the completion of the Project, or any portion thereof, or in the performance of the Architect's services. The Architect acknowledges that time is of the essence in this Agreement.

#### **§ 10.13 Indemnification**

**§ 10.13.1** To the fullest extent permitted by law, the Architect shall defend, indemnify, and hold harmless the Owner and its officers, board members, employees, agents, consultants, and representatives (the "Indemnitees") from and against any and all claims, demands, damages, losses, expenses, lawsuits, actions, cross-claims, counterclaims, third-party actions, liens, damages, debts, obligations, exemplary damages, consequential damages, punitive damages, liabilities, judgments, and causes of action (including without limitation reasonable consultants' and attorneys' fees and expenses), that arise out of, are related to, or are in connection with this Agreement, the Project, the Work, the Architect's services, the Architect's performance hereunder, and/or the Architect's conduct at or related to the Project or the Owner's property (hereinafter "Indemnity Claims"), provided that any such Indemnity Claim is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use of the same, but only to the extent caused by the intentional, reckless, or negligent acts or omissions of the Architect, its agents, its consultant(s), or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 10.13.1.

Notwithstanding the foregoing, the Architect's obligations in this Section 10.13.1 specifically except any obligation to hold harmless, defend, or indemnify an Indemnitee against any Indemnity Claim solely caused by such Indemnitee's own negligent conduct.

**§ 10.13.2** The indemnification obligation under this Section 10.13 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for Architect, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them, under workers' compensation acts, disability benefit acts or other employee benefit acts.

**§ 10.14** In the event of any controversy, other than a change of project scope, between the Owner and the Architect under this Agreement, including but not limited to, whether or not any services the Owner expects the Architect to perform are within the scope of Basic Services or any dispute as to whether or not the Architect is entitled to additional compensation for any work requested or performed, the Architect shall continue to proceed diligently with the performance of its services under this Agreement pending resolution of the dispute, and the Owner agrees to pay the Architect in accordance with this Agreement for all services rendered by the Architect which are not the subject of the Controversy.

**§ 10.15** The Architect and all Subcontractors and Consultants, if any, shall not manufacture, sell, distribute, dispense, possess or use controlled substances or marijuana, as defined by Nebraska law, during the performance of this Agreement while on school premises or at school related functions. The Architect and all Subcontractors

and Consultants, if any, shall not possess any weapon, as defined by Nebraska law and the federal “Drug-Free Schools Act,” on school property or at school related functions. The Architect and all Subcontractors and Consultants, if any, also shall adhere to all Owner’s policies and regulations that prohibit the possession, distribution, sale, dispensation, or use of any alcohol or tobacco products while on school premises or at school related functions. Failure to comply with this provision may be considered a material breach. The Owner may suspend or terminate the Architect, Subcontractor, and/or Consultant if they violate these laws, regulations, or policies or this provision.

§ 10.16 The Architect and all Subcontractors or Consultants, if any, shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.

§ 10.17 The Architect acknowledges that the Owner must comply with NEB. REV. STAT. § 84-712 through § 84-713 and release public records as defined law upon request, which may include this Agreement and all records created and maintained in relation to this Agreement.

§ 10.18 When present on Owner’s property, Architect and its employees and subcontractors or anyone directly or indirectly employed by or representing any of them, shall:

- .1 carry photo identification;
- .2 not smoke or otherwise use tobacco;
- .3 not use, or be under the influence of, alcohol or drugs;
- .4 not carry a firearm or other weapon; and
- .5 comply with all of the school district’s rules, policies, procedures which are intended to protect the safety and health of its faculty, staff, students, and visitors

§ 10.19 The Architect shall not design, specify or incorporate in the Drawings or Specifications for the Project, and shall not approve any shop drawings specifying any hazardous materials or toxic substances, in such manner as would violate the requirements of all existing laws, ordinances, codes, rules and regulations, orders and decisions of all government authorities having jurisdiction over the Site, the Work or any part of either, or would cause substantial damage or a risk of substantial damage to the environment, or in such a manner as to leave any residue which could be hazardous to persons or property or cause liability to Owner. For purposes of this Agreement the term "hazardous materials" and “toxic materials” shall include, but shall not be limited to, substances currently defined as "hazardous substances" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended 42 U.S.C. Sec. 9061 et seq., Hazardous Materials Transportation Act, 49 U.S.C. Sec. 1802, the Resource Conservation Act and Recovery Act, 42 U.S.C. Sec. 6910 et seq., and all other federal, state, and local environmental laws, rules and regulations as all of the above may be amended from time to time.

§ 10.20 The Services provided by the Architect are deemed to be personal in nature. The Architect hereby appoints the following individuals to the Project Team: Jacob Sertich, AIA, NCARB, Managing Principal / Architect. The Architect shall not make substantial changes to this appointed Project Team without the written approval of the Owner. Should circumstances beyond the control of the Architect compel changes to this Project Team, the Architect shall submit the credentials of the Architect's proposed replacement Project Team member(s) for the Owner's approval, which approval shall not be unreasonably withheld. However, nothing in this clause shall be construed to limit the Owner's rights to terminate this Agreement, as provided for herein, due to a change in Project Team composition. Termination by the Owner as a result of a change in the Project Team shall be deemed a justifiable Termination for Cause.

**ARTICLE 11 COMPENSATION**

§ 11.1 For the Architect’s Basic Services described under Article 3, the Owner shall compensate on a tiered percentage basis as follows:

Contract Sum (per the A101)	Architect’s Fee
Under \$100,000	Hourly at Architect’s Hourly Billing Rates (See Exhibit A)
\$100,000 to \$499,999	10.00% of the Contract Sum (per the A101)
\$500,000 to \$999,999	9.00% of the Contract Sum (per the A101)
\$1,000,000 and over	7.75% of the Contract Sum (per the A101)



Notwithstanding the foregoing, in the event that the Owner elects to not move forward with the Construction Phase (whether due to all responsible bids exceeding the Owner’s budget, availability of funding, changed priorities, or any other reason whatsoever as determined solely by the Owner), the Architect’s Fee will be calculated based on the applicable percentage in the right column above multiplied by Owner’s most recent budget for the cost of the work (rather than the Contract Sum per the A101). Nothing herein shall be construed to entitle the Architect to any fee in excess of work actually performed and phase actually completed by the Architect for each phase of services as contemplated in section 11.5 below.

§ 11.2 For the Architect’s Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

See Wilkins ADP Hourly Billing Rates (Exhibit A)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

See Wilkins ADP Hourly Billing Rates (Exhibit A)

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect only without any additional mark-up.

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	ten percent ( 10 %)
Design Development Phase	fifteen percent ( 15 %)
Construction Documents Phase	fifty percent ( 50 %)
Construction Phase	twenty-five percent ( 25 %)
<hr/>	
Total Basic Compensation	one hundred percent ( 100.00 %)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner’s budget for the Cost of the Work.

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

See Wilkins ADP Hourly Billing Rates (Exhibit A)

**§ 11.8 Compensation for Reimbursable Expenses**

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, as follows:

- .1 Mileage for travel necessarily incurred;
- .2 [Intentionally deleted];
- .3 Permitting and other fees required by authorities having jurisdiction over the Project except as otherwise provided in this Agreement; and
- .4 Printing, reproductions, plots, and standard form documents.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect’s consultants plus zero percent (0%) of the expenses incurred.

§ 11.9 [Intentionally deleted]

**§ 11.10 Payments to the Architect**

**§ 11.10.1 Initial Payment**

An initial payment of zero dollars (\$0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

**§ 11.10.2 Progress Payments**

**§ 11.10.2.1** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable thirty (30) days following the Architect's presentation to the Owner of the Architect's invoice, provided that such invoice is received by the Owner in time to be included in the board packet for the next regularly scheduled board meeting and such board meeting actually occurs. Any payment not made within twenty (20) days following the next regularly scheduled meeting that actually occurs after the Architect's invoice is timely received by the Owner shall bear interest at the rate of twelve (12) percent per annum.

**§ 11.10.2.2** [Intentionally deleted]

**§ 11.10.2.3** Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:

**§ 12.1** The Architect hereby agrees to maintain the insurance described in Paragraph 2.5 hereof during the term hereof. If the Architect fails to furnish and maintain the insurance required by Paragraph 2.5, the Owner may purchase such insurance on behalf of the Architect, and the Architect shall pay the cost hereof to the Owner upon demand and shall furnish to the Owner any information needed to obtain such insurance.

**§ 12.2** Notwithstanding anything in the Agreement to the contrary, the Architect shall not be entitled to any increase in compensation or Reimbursable Expenses which accrue as a result of any error or omission by the Architect or as a result of the Architect's breach of any provision in this Agreement.

**§ 12.3** The Owner's approval of the Schematic Design Documents, the Design Development Documents, Drawings and Drawings and Specifications and any other Construction Document and Contract Document shall be deemed to be approval of the concepts therein, but not approval of the means, techniques or particular material recommended by the Architect for the Project.

**§ 12.4** The failure of either party to exercise any of its rights under this Agreement for a breach or violation thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach or violation.

**ARTICLE 13 SCOPE OF THE AGREEMENT**

**§ 13.1** This Agreement, together with all written modifications, represents the entire and integrated agreement between the Owner and the Architect concerning the subject matter herein and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

**§ 13.2** This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect, as amended;
- .2 AIA Document A201™-2017, General Conditions of the Contract for Construction, as amended; and
- .3 Exhibit A – Wilkins ADP Hourly Billing Rates

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER** (Signature)

  
\_\_\_\_\_  
**ARCHITECT** (Signature)

BY: Brett Webster, Superintendent  
*(Printed name and title)*

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BY: Jacob Sertich, AIA, NCARB,  
Managing Principal  
*(Printed name, title, and license number if required)*

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# **Additions and Deletions Report for AIA® Document B101® – 2017**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:02:09 CDT on 10/24/2025.

## **Changes to original AIA text**

### **PAGE 1**

**AGREEMENT** made as of the 11<sup>th</sup> day of November in the year 2025

*(In words, indicate day, month and year.)*

*(Name, legal status, address and other information)*

Lincoln County School District 56-0055, c/k/a

Sutherland Public Schools

402 Walnut St.

Sutherland, NE 69165

Attn: Superintendent Brett Webster

(308) 386-4656

brett.webster@spssailors.org

*(Name, legal status, address and other information)*

Wilkins Architecture Design Planning LLC

2204 University Dr., Suite 130

Kearney, NE 68845

Attn: Jacob Sertich, AIA, NCARB

(308) 237-5787

jsertich@wilkinsadp.com

*(Name, location and detailed description)*

Kitchen and Bathroom Renovation Project

Sutherland Public Schools

402 Walnut St.

Sutherland, NE 69165

**PAGE 2**

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

A school facilities improvement project consisting of renovation and expansion of the kitchen, and renovation of the north restrooms, together with adjacent facility and infrastructure improvements.

A total project budget not to exceed \$1,250,000.

**PAGE 3**

TBD depending on design development and budget

TBD depending on design development and budget

TBD depending on design development and budget

**§ 1.1.6** The Owner's anticipated Sustainable Objective for the Project:  
*(Identify and describe the Owner's Sustainable Objective for the Project, if any.)*

A traditional, competitively bid, design-bid-build project delivery system.

**§ 1.1.6** [Intentionally deleted]

*(List name, address, and other contact information.)*

Superintendent Brett Webster

Sutherland Public Schools

402 Walnut St.

Sutherland, NE 69165

(308) 386-4656

brett.webster@spssailors.org

**PAGE 4**

Owner's Board of Education

By Architect

*(List name, address, and other contact information.)*

Jacob Sertich, AIA, NCARB

Wilkins Architecture Design Planning LLC

2204 University Dr., Suite 130

Kearney, NE 68845

(308) 237-5787

jsertich@wilkinsadp.com

- ~~.1 Structural Engineer:~~
- ~~.2 Mechanical Engineer:~~
- ~~.3 Electrical Engineer:~~

.1 Civil, Structural, Mechanical, and Electrical Engineer services will all be provided by the Architect.:

**§ 1.2** The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall ~~appropriately,~~ when appropriate, adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated



design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

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§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect hereby represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals (and the individual architects and engineers it employs on this Project) are licensed to practice Architecture (or Engineering, as the case may be) as required by law in the State of Nebraska. Nothing in this Agreement shall be construed to authorize performance by the Architect at a standard of care that is reduced from that which is required by law and which is expected of architects practicing under similar circumstances and conditions.

§ 2.1.1 The Architect will endeavor to provide designs, Construction Documents, and Services that shall conform to all federal, state, and local statutes and regulations governing its Services, the Project, and the Work. The Architect agrees and acknowledges that this duty is non-delegable—and that the Architect, by signing drawings or preparing Construction Documents to submit for purposes of obtaining building and other governmental permits, shall be deemed to have performed reasonable care as defined in paragraph 2.2 to ascertain what codes apply to the Project and has applied them accordingly. Nothing in this Agreement shall be construed to eliminate or diminish the Architect's responsibility for compliance of its design, its Construction Documents, and its Services provided with local, state, and federal statutes and regulations, including but not limited to those that relate to hazardous materials, restrictions on development of wetlands, and accessibility for the physically challenged.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project. This designation shall be submitted in writing for the Owner's approval. Once approved, the designated representative shall not be changed without the Owner's written authorization.

§- 2.5 Insurance The Architect shall purchase and maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9 types and limits of insurance from a company or companies lawfully authorized to do business in the jurisdiction where the Project is located and such insurance company or insurance companies shall have an A.M. Best rating of not less than A- VIII. Unless a different duration is stated below, the Architect shall maintain the required insurance for at least five (5) years after the later occurrence of either the Date of Substantial Completion of the Project or the date on which the Architect last furnishes services to the Owner arising from or related to the Project.

§- 2.5.1 Commercial General Liability insurance written on an occurrence form with policy limits of not less than - (\$ ) for One Million Dollars (\$1,000,000) each occurrence, and (\$ ) in the aggregate for bodily injury and property damage Two Million Dollars (\$2,000,000) general aggregate, and Two Million Dollars (\$2,000,000) aggregate for products-completed operations hazard, providing coverage no less broad than the ISO CG 00 01 coverage form and for claims including, without limitation,

.1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;

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.2 personal and advertising injury;

.3 damages because of injury to or destruction of tangible property, including the loss of use of such property;

.4 bodily injury or property damage arising out of completed operations; and

.5 contractual liability applicable to the Architect's obligations under this Agreement.

~~§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than (\$ ) per accident~~The Architect's completed operations coverage shall be maintained for the period of time the Owner may be held legally liable for the Architect's services, work, or conduct. On behalf of itself and its commercial general liability insurer, the Architect waives subrogation in favor of the Owner; and further the Architect shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same

§ 2.5.2 Automobile Liability insurance covering vehicles owned by the Architect and hired and non-owned vehicles used by the Architect, its employees, and agents with policy limits of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles specified in this Section 2.5.2, along with any other statutorily required automobile coverage. On behalf of itself and its automobile liability insurer, the Architect waives subrogation in favor of the Owner; and further the Architect shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

~~§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, Workers' Compensation at statutory limits. On behalf of itself and its workers compensation insurer, the Architect waives subrogation in favor of the Owner; and further the Architect shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.~~

§ 2.5.4 Employers' Liability insurance with policy limits not less than One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) each employee, and One Million Dollars (\$1,000,000) policy limit. On behalf of itself and its employers' liability insurer, the Architect waives subrogation in favor of the Owner; and further the Architect shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

§ 2.5.5 Commercial Umbrella/Excess Liability Insurance with limits of at least Four Million Dollars (\$4,000,000) in excess of Commercial General Liability, Automobile Liability, and Employers' Liability insurance limits such that the total limits of liability of each underlying policy together with the limit of the Commercial Umbrella/Excess Liability policy is no less than Five Million Dollars (\$5,000,000) per occurrence. Coverage under the Commercial Umbrella/Excess Liability policy shall result in the same or greater coverage as those required under Sections 2.5.1, 2.5.2, and 2.5.4 and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

~~§ 2.5.4 Workers' Compensation at statutory limits.~~

~~§ 2.5.5 Employers' Liability with policy limits not less than (\$ ) each accident, (\$ ) each employee, and (\$ ) policy limit. On behalf of itself and its commercial umbrella/excess liability insurer, the Architect waives subrogation in favor of the Owner; and further the Architect shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.~~

~~§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than (\$ Five Million Dollars (\$5,000,000) per claim and (\$ ) in the aggregate~~Five Million Dollars (\$5,000,000) in the aggregate. The coverage required in this section shall be maintained for at least ten (10) years following termination of the Agreement or the date of substantial completion, whichever is later.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability, including without limitation the insurance required by sections 2.5.1, 2.5.2, and 2.5.5, to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations. The Owner shall continue as an additional insured, upon the terms herein, for the period of time the Owner may be held legally liable for the Architect's services, work, or conduct. The Architect shall require all of its consultants, if any, to include the Owner as an additional insured, upon terms substantially identical to those stated above, on the consultant's Commercial General Liability and Automobile

Liability coverage.

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§-To be clear, the Architect shall NOT include the Owner as an additional insured on the Professional Liability insurance coverage required by Section 2.5.6, particularly to the extent that such policy(ies) include any so-called “insured-versus-insured” exclusion.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section ~~2.5~~, 2.5 at the following times: (1) prior to commencement of the services; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner’s written request. The Owner’s acceptance of the Architect’s certificate(s) of insurance does not relieve any of the Architect’s responsibilities under the Agreement and shall not constitute a waiver of the Architect’s obligation to provide insurance as required by this Agreement. The Owner has the right to receive copies of any of the Architect’s insurance policies (including without limitation declaration pages, policy forms, and all endorsements) upon written request.

### **ARTICLE 3 — SCOPE OF ARCHITECT’S BASIC SERVICES**

~~§ 3.1 The Architect’s Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services~~

§ 2.5.9 The Architect (or its insurance carrier(s)) must provide written notice to the Owner no less than thirty (30) days prior to any cancellation or non-renewal of the Architect’s insurance. Within three (3) business days of the date the Architect becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 2.5, the Architect shall provide written notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Architect, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right (but not the obligation) to suspend the services until the lapse in coverage has been cured by the procurement of replacement coverage by the Architect. The furnishing of notice by the Architect shall not relieve the Architect of any contractual obligation to provide any required coverage.

§ 2.5.10 The Architect shall disclose to the Owner in writing any large deductible (at least \$10,000) or self-insured retentions applicable to any insurance required to be provided by the Architect, and such large deductible or self-insured retention is subject to the Owner’s written approval. The Owner has the right, but not necessarily the obligation, to require a proper form of collateral for any such large deductible or self-insured retention.

§ 2.5.11 The Architect agrees to require its consultants, if any, to comply with the insurance provisions required of the Architect pursuant to this Agreement unless the Architect and Owner mutually agree in writing to modify these requirements for those consultants whose work is of relatively small scope. The Architect agrees that it will contractually obligate its consultants to advise Architect promptly of any changes or lapses of the requisite insurance coverages and Architect agrees to promptly advise Owner of any such notices Architect receives from its consultants. The Architect agrees that it will contractually obligate its consultants to indemnify and hold harmless Owner to the same extent that Architect is required to do so as provided in this Agreement. The Architect assumes all responsibility for monitoring its consultant’s insurance certificates for compliance with the insurance and other provisions of this Agreement until final completion of the Project.

§ 2.5.12 Among other grounds to withhold payment, the Architect’s failure to fully comply with all insurance requirements in this Section 2.5 provides the Owner sufficient grounds to withhold some or all payments otherwise due the Architect. The Owner has the right, but not necessarily the obligation, to declare the Architect’s failure to fully comply with the insurance requirements in this Section 2.5 a material breach of the Architect’s obligations under this Agreement.

§ 2.5.13 All of the coverage limits stated in this Section 2.5 are minimum insurance limits and shall not be construed in any way to limit the liability of the Architect.

§ 2.5.14 The Architect’s insurance, whether or not specified above, shall be primary to any insurance maintained by the Owner.

## ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect will provide all professional services necessary for the complete design and construction documentation of the Project. The Architect agrees that the Basic Services Fee, as stated in Article 11, represents adequate and sufficient compensation for its timely provision of all professional Basic Services (including those of its consulting structural, mechanical, electrical, plumbing, and civil, and other consulting engineers) necessary to completely design the Project and prepare Construction Documents that fully indicate the requirements for construction of the Work, whether or not those Services are individually listed or referred to in this Agreement, the only exceptions to this being: (1) the cost of those services that are provided by third parties and that are expressly designated herein as being "the Owner's responsibility" or "Owner-provided"; and (2) the cost of those engineering or consulting Services that become necessary as a result of an Owner-directed change in Project scope affecting the Architect (and that are the subject of a written agreement for Additional Services between the Owner and the Architect).

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§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information. The Architect shall be fully responsible for coordinating all Architect's Basic and all other services required under this Agreement regardless of whether performed by its own employees or its consultants. The purpose of such coordination is to ensure that the services required are performed in a reasonably efficient, timely and economical manner. The Architect shall be responsible to Owner for the services furnished to Architect by any of its consultants to the same extent as if Architect had furnished the service itself. The Architect also agrees to coordinate and resolve any inconsistencies in its work and the work of its consultants. All of Architect's contracts with its consultants shall be in writing, signed by both parties, and shall include the following provision: "The Owner is intended to be a third party beneficiary of this agreement."

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval, provided that the Architect notifies the Owner of its disapproval prior to or within a reasonable amount of time after the directive or substitution.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities represents that it is familiar with, and experienced in the interpretation and implementation of, laws, codes and regulations applicable to the Architect's services and the Project in general. Accordingly, the Architect shall be subject to a standard of care consistent with industry standards in its execution of the work of this Project and as applicable to such laws, codes and regulations. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project and shall comply with all directives of such authorities. Where necessary for the successful completion of the Project, the Architect shall meet with all appropriate governmental officials in the various design stages hereunder to apprise such officials of the specifics of the Project in order to avoid any deviations from such laws, codes and regulations and in order to expedite all permitting procedures. The Architect acknowledges that Owner is relying on the Architect's expertise in laws, codes and regulations concerning projects of this type. The Architect agrees that all work performed by the Architect and any consultants of the Architect shall fully comply with all such laws, codes and regulations in a manner consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. In the event that the Project fails to comply with any law, code or regulation in a manner consistent with industry standards, and such failure is not due to the Contractor's failure to comply with the Contract Documents, then the Architect shall be responsible to the Owner for any damages, including costs of replacement, lost income and all

other direct and indirect costs associated with such failure.

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§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. ~~The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.~~

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section ~~6.3~~ 6.3. If the adjusted preliminary estimate of Construction Cost at this phase exceeds the preliminary construction cost budget previously established, Architect shall recommend to Owner items of possible cost reduction to the scope of the Project to bring it within such budget. The Owner may choose to adopt a new budget at this time, but this shall be done in writing. After Owner's written approval of these cost reductions, they will be incorporated into the design development phase.

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§ 3.4.2 The Architect shall ~~incorporate the design~~ prepare Construction Documents that conform with the laws, codes, ordinances, regulations, and other requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, ~~as an Additional Service,~~ consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

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§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, ~~as an Additional Service,~~ consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction, ~~if the as amended by Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend, unless otherwise provided in this Agreement. Modifications made to the General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement.~~

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, ~~or as otherwise required in Section 4.2.3,~~ to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. If the architect does not reject non-conforming Work, the Architect shall demand in writing that the Contractor bring the non-conforming Work into compliance with the Contract Documents; and, if the Contractor's efforts to do so are not begun and completed expeditiously, the Architect shall report that failure to the Owner in writing, stating: (a)

the problem; (b) the reasons for the actions taken by the Architect; (c) what, if any, response has been forthcoming from the Contractor; and (d) what actions by the Owner and/or Contractor are needed or expected. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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**§ 3.6.4.1** The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review. Submissions that are not approved by the Architect are to be brought to the attention of the Owner concurrent with notification to the Contractor.

**§ 3.6.4.3** If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review. Nothing in this Agreement shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals construed as an Owner's authorization to the Architect to delegate design responsibility. Except for delegation to consulting engineers who are responsible to, and in privity with, the Architect, any delegation of design responsibility by the Architect must be specifically authorized in writing, in advance, by the Owner, which authorization can be withheld by the Owner for any reason.

**§ 3.6.4.4** Subject to Section 4.2, the The Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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**§ 3.6.5.1** The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the The Architect shall provide written notice to the Owner of a minor change in the Work as soon as practicable after authorizing the minor change. The Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

**§ 4.1.1** The services Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Owner may request other Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project of the Architect. Supplemental Services will be requested by the Owner, and confirmed in writing. Should the Owner request services that the Architect believes to be outside the scope of Basic Services, the Architect shall, before performing those services, inform the Owner in writing of the Architect's belief that the services requested are Supplemental Services, and shall provide an estimate in writing to the Owner of the



probable total of the Additional Service Fees to be incurred in performing the services requested.

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Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 — <del>Programming</del> Tenant-related services	<u>Not Provided</u>
§ 4.1.1.19 — <del>Tenant related services</del> <sup>2</sup> Commissioning	<u>Not Provided</u>
§ 4.1.1.243 Sustainable Project Services— <del>pursuant to Section 4.1.3</del>	<u>Not Provided</u>
§ 4.1.1.254 Fast-track design services	<u>Not Provided</u>
§ 4.1.1.275 Historic preservation	<u>Not Provided</u>
§ 4.1.1.286 Furniture, furnishings, and equipment design	<u>Not Provided</u>

~~§ 4.1.3~~ If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™ 2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner’s written authorization:

- ~~.1~~ Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner’s schedule or budget for Cost of the Work, or procurement or delivery method;
- ~~.2~~ Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- ~~.3~~ Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- ~~.4~~ Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner’s consultants or contractors;
- ~~.5~~ Preparing digital models or other design documentation for transmission to the Owner’s consultants and contractors, or to other Owner authorized recipients;
- ~~.6~~ Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- ~~.7~~ Preparation for, and attendance at, a public presentation, meeting or hearing;
- ~~.8~~ Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- ~~.9~~ Evaluation of the qualifications of entities providing bids or proposals;
- ~~.10~~ Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- ~~.11~~ Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect’s notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner’s determination. The Owner shall compensate the Architect for the services provided prior to the Architect’s receipt of the Owner’s notice.

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- ~~1~~ Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- ~~2~~ Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner provided information, Contractor prepared coordination drawings, or prior Project correspondence or documentation;
- ~~3~~ Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- ~~4~~ Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- ~~5~~ Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

~~§ 4.2.3~~ The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- ~~1~~ ( ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- ~~2~~ ( ) visits to the site by the Architect during construction
- ~~3~~ ( ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- ~~4~~ ( ) inspections for any portion of the Work to determine final completion.

~~§ 4.2.4~~ Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

~~§ 4.2.5~~ If the services covered by this Agreement have not been completed within ( ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

**§ 5.3** The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services. Notwithstanding anything to the contrary contained in this Agreement, Owner's review and approval of any and all documents or other matters required herein shall be for the purpose of design, program, and project scope compliance and providing Architect with information and not for the purpose of determining the technical accuracy and completeness of such documents. Such review and approval by Owner shall in no way create any liability on the part of Owner (notwithstanding any professional skill and judgment possessed by Owner) for technical errors, inconsistencies or omissions in any approved documents, nor shall such review and approval alter Architect's responsibilities hereunder with respect to such documents.

**§ 5.4** ~~The~~Where necessary for the Architect's performance of the Services, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

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**§ 5.7** If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™ 2017, Sustainable Projects Exhibit, attached to this Agreement. ~~Intentionally~~

deleted]

~~§ 5.8 The Owner Architect shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided Services and those of its Consultants with services provided by the Owner.~~

~~§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials, where needed for performance of the Work and where the need is not the result, in whole or in part, of the Architect's negligence or failure to perform.~~

~~§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests, where needed for performance of the Work and where the need is not the result, in whole or in part, of the Architect's negligence or failure to perform.~~

~~§ 5.12 The Owner shall endeavor to include the Architect in all communications with the Contractor that the Owner knows relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.~~

~~§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect as part of the Basic Services, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.~~

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~~§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise, the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.~~

~~§ 7.1 The Architect and hereby assigns to the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.~~

~~§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official~~

regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate, without reservation, all copyrights to all project-related documents, models, photographs, and other expression created by the Architect. Among those documents are certain "Instruments of Service," including the design drawings and the drawings and specifications that are included in the Contract Documents. Also, the Owner's obligation to pay the Architect is expressly conditioned upon the Architect's obtaining a valid written comprehensive assignment of copyrights from his Consultants in terms identical to those that obligate the Architect to the Owner as expressed in this subparagraph, which copyrights the Architect, in turn, hereby assigns to the Owner. The Owner, in return, hereby grants the Architect a nonexclusive license to reproduce the documents for purposes relating directly to the Architect's performance of this Project, for the Architect's archival records, and for the Architect's reproduction of drawings and photographs in the Architect's marketing materials, provided the contents of those materials, as to this Project, are approved as requested in Paragraph 6.3 of this Agreement. No other project-related documents may be reproduced for any other purpose without the express written permission of the Owner. No other copyrights are included in this grant of nonexclusive license to the Architect. This nonexclusive license shall terminate automatically and immediately upon the occurrence of either a breach of this Agreement by the Architect or the commission by the Architect of a tort or a crime potentially affecting the Owner or the Project. This nonexclusive license is granted to the Architect alone and shall not be assigned by the Architect to any other person or entity. Other provisions of this Agreement notwithstanding, this nonexclusive license shall terminate automatically upon an Architect's assignment of this nonexclusive license to another or his attempt to do so. However, nothing in this paragraph shall be construed to preclude the Architect from, in turn, assigning to his Consultants a nonexclusive license coextensive with the Architect's applying to the documents originally created by that Consultant.

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§ 7.3.1 In2 If the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4 subsequently reproduces project-related documents or creates a derivative work based upon project-related documents created by the Architect, where permitted or required by law, the Owner shall where permitted by law or required by law remove or completely obliterate the original professional seals, logos, and other indications on the documents of the identity of the Architect and his Consultants. However, if required by law, such identification with appropriate qualifying language or other statutorily prescribed information identifying the original Architect may remain or be applied by the Owner or by a designee of the Owner. The Owner agrees to hold the Architect and its consultants harmless from claims that may arise from any reuse.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants  
3 The Architect shall maintain the confidentiality of all Project documents and shall not publish or in any way disseminate or distribute any project documents, including, but not limited to, correspondence, estimates, drawings, specifications, photographs, or any other material relating to the Project without the express written permission of the Owner.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

§ 8.1.4 The Owner Architect and Architect shall commence all claims and causes of action against the other and Owner may mutually agree to submit to mediation any claim, dispute, or other matter in question arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1 but shall not be obligated to do so as a prerequisite of instituting any legal action. If the parties agree to engage in mediation, they shall share in the payment of mediator's fees and filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon by the Architect and Owner.

§ 8.2 Notwithstanding any reference to arbitration contained in this Agreement, neither the Architect nor the Owner shall be obligated to resolve any Claim through arbitration.

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## ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 The Architect shall give the Owner twenty-one (21) days' written notice of the Architect's intention to terminate or suspend provision of services. This notice shall specify the Architect's reasons(s) for the intended termination or suspension and shall state with specificity the means by which the owner may cure the asserted grievance.

§ 9.2 Unless otherwise noted herein, the Architects shall be compensated for services fully and satisfactorily performed prior to suspension if the Project is suspended by the Owner for more than ninety (90) consecutive days.

§ 9.3 If the Project is suspended or the Architect's services are suspended for more than ninety (90) consecutive days, the Architect may terminate this Agreement by giving not less than twenty-one (21) days' written notice.

§ 89.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.74 This Agreement may be terminated by the Owner, with or without cause, for the Owner's convenience upon not less than seven (7) days' written notice to the Architect. The Owner shall compensate the Architect for all sums due hereunder to the date of termination, but the Owner shall have no obligation to pay or reimburse the Architect for lost profits or unabsorbed overhead or any other consequential or incidental damages.

§ 89.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution. 5 This Agreement or any part of it may be suspended by the Owner upon written notice to the Architect. The Owner shall compensate the Architect for all sums due hereunder to the date of suspension, but the Owner shall have no obligation to pay or reimburse the Architect for lost profits or unabsorbed overhead or any other consequential or incidental damages.

§ 89.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall

~~proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~ 6 In the event that the Architect fails to perform in accordance with the terms and conditions of this Agreement, Owner may send a Notice of Termination to the Architect. The Architect shall then have seven (7) days from the date of transmittal to cure the default or breach. The Notice of Termination shall be effective if the Architect does not cure the default or breach within seven (7) days after its date of transmittal. The Owner shall compensate the Architect for all sums due hereunder to the date of termination, but the Owner shall have no obligation to pay or reimburse the Architect for lost profits or unabsorbed overhead or any other consequential or incidental damages. However, the Owner shall be entitled to offset any amounts due and owing the Architect pursuant to this provision by the amounts of any damages incurred by the Owner as a result of the Architect's breach, which offset shall not prejudice the right of the Owner to recover additional damages or to exercise any other remedy at law or in equity. If termination made pursuant to this section is later found or agreed to have been improper, then the termination pursuant to section 9.4.

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## ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the internal laws of the State of Nebraska without regard to its choice of law rules. Any action between the Parties concerning causes of action arising from or related to this Agreement or the Project must be brought solely and exclusively in a trial court for the county in which the Project is located; and the Parties hereby waive any objection to the jurisdiction of such courts over causes of action arising from or related to the Contract, including but not limited to objections on the basis of lack of personal jurisdiction, improper venue, or *forum non conveniens*.

~~§ 810.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:~~

~~(Check the appropriate box.)~~

- ~~— Arbitration pursuant to Section 8.3 of this Agreement~~
- ~~— Litigation in a court of competent jurisdiction~~
- ~~— Other: (Specify)~~

~~If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction. Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction, as amended, unless a contrary definition is set forth or inferable from this Agreement.~~

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

### § 810.3 Arbitration

~~§ 8.3.14 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration. Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that~~



are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

~~§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~  
10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site, unless the hazardous materials or toxic substances were brought to the Project pursuant to the terms of the Contract Documents. Should the Architect become aware of the presence of hazardous materials or toxic substances on the Project site, it shall immediately report that presence to the Owner in writing.

~~§ 810.3.27 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.4 Consolidation or Joinder~~

~~§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~  
Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials upon the prior written approval of the Owner. The Architect shall be given reasonable access to the completed Project to make such representations. The Architect's materials shall not include the Owner's confidential or proprietary information and the Architect shall not take or use photographs which include pictures of the Owner's students, faculty, employees, volunteers, or visitors without the prior written approval of the Owner. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

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~~§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~  
10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute between the parties. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project,

provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

~~§ 810.49~~ The provisions invalidity of this Article 8 shall survive the termination of this Agreement.

#### **ARTICLE 9 — TERMINATION OR SUSPENSION**

~~§ 9.1~~ If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.10 The Architect shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If the Architect employs or contracts with any Subcontractor or Consultant in connection with this Agreement, the Architect shall include a provision in the contract requiring the Subcontractor or Consultant to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

~~§ 9.2~~ If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted ~~10.11~~ The Architect agrees that all Drawings and Specifications and other documents prepared by the Architect for the Project which are utilized by the Owner and/or Owner's contractor or contractors, shall be reasonably accurate and complete as is customary for typical construction documents. The Architect shall notify the Owner in a prompt and timely manner of any discovered discrepancies, inconsistencies or missing information necessary to provide reasonably accurate and complete documents. Failure to so notify the Owner will be considered a breach of the standard of professional practice set forth in this Agreement.

~~§ 9.3~~ If ~~10.12~~ The Architect shall promptly advise the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice of any problems which come to its attention that may cause a delay in the completion of the Project, or any portion thereof, or in the performance of the Architect's services. The Architect acknowledges that time is of the essence in this Agreement.

~~§ 9.4~~ Either party may terminate this Agreement 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.

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~~§ 9.5~~ The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

~~§ 9.6~~ If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

~~§ 9.7~~ In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

.1— Termination Fee:

.2— Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

~~§ 9.8~~ Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

~~§ 9.9~~ The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

## **ARTICLE 10 — MISCELLANEOUS PROVISIONS**

~~§ 10.1~~ This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3 **10.13 Indemnification**

§ 10.13.1 To the fullest extent permitted by law, the Architect shall defend, indemnify, and hold harmless the Owner and its officers, board members, employees, agents, consultants, and representatives (the "Indemnitees") from and against any and all claims, demands, damages, losses, expenses, lawsuits, actions, cross-claims, counterclaims, third-party actions, liens, damages, debts, obligations, exemplary damages, consequential damages, punitive damages, liabilities, judgments, and causes of action (including without limitation reasonable consultants' and attorneys' fees and expenses), that arise out of, are related to, or are in connection with this Agreement, the Project, the Work, the Architect's services, the Architect's performance hereunder, and/or the Architect's conduct at or related to the Project or the Owner's property (hereinafter "Indemnity Claims"), provided that any such Indemnity Claim is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use of the same, but only to the extent caused by the intentional, reckless, or negligent acts or omissions of the Architect, its agents, its consultant(s), or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 10.13.1.

Notwithstanding the foregoing, the Architect's obligations in this Section 10.13.1 specifically except any obligation to hold harmless, defend, or indemnify an Indemnitee against any Indemnity Claim solely caused by such Indemnitee's own negligent conduct.

§ 10.13.2 The indemnification obligation under this Section 10.13 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for Architect, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them, under workers' compensation acts, disability benefit acts or other employee benefit acts.

~~§ 10.2~~ Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

~~§ 10.3~~ The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment. **14** In the event of any controversy, other than a change of project scope, between the Owner and the Architect under this Agreement, including but not limited to, whether or not any services the Owner expects the Architect to perform are within the scope of Basic Services or any dispute as to whether or not the Architect is entitled to additional compensation for any work requested or performed, the Architect shall continue to proceed diligently with the performance of its services under this Agreement pending resolution of the dispute, and the Owner agrees to pay the Architect in accordance with this Agreement for all services rendered by the Architect which are not the subject of the Controversy.

~~§ 10.4~~ If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this

Agreement.

~~§ 10.5~~ Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect<sup>15</sup> The Architect and all Subcontractors and Consultants, if any, shall not manufacture, sell, distribute, dispense, possess or use controlled substances or marijuana, as defined by Nebraska law, during the performance of this Agreement while on school premises or at school related functions. The Architect and all Subcontractors and Consultants, if any, shall not possess any weapon, as defined by Nebraska law and the federal “Drug-Free Schools Act,” on school property or at school related functions. The Architect and all Subcontractors and Consultants, if any, also shall adhere to all Owner’s policies and regulations that prohibit the possession, distribution, sale, dispensation, or use of any alcohol or tobacco products while on school premises or at school related functions. Failure to comply with this provision may be considered a material breach. The Owner may suspend or terminate the Architect, Subcontractor, and/or Consultant if they violate these laws, regulations, or policies or this provision.

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~~§ 10.6~~ Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site<sup>16</sup> The Architect and all Subcontractors or Consultants, if any, shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.

~~§ 10.7~~<sup>17</sup> The Architect shall have~~acknowledges~~ that the right to include photographic or artistic representations of the design of the Project among the Architect’s promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect’s materials shall not include the Owner’s confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner’s promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4. Owner must comply with NEB. REV. STAT. § 84-712 through § 84-713 and release public records as defined law upon request, which may include this Agreement and all records created and maintained in relation to this Agreement.

~~§ 10.18~~ When present on Owner’s property, Architect and its employees and subcontractors or anyone directly or indirectly employed by or representing any of them, shall:

- .1 carry photo identification;
- .2 not smoke or otherwise use tobacco;
- .3 not use, or be under the influence of, alcohol or drugs;
- .4 not carry a firearm or other weapon; and
- .5 comply with all of the school district’s rules, policies, procedures which are intended to protect the safety and health of its faculty, staff, students, and visitors

~~§ 10.8~~ If the<sup>19</sup> The Architect or Owner receives information specifically designated as “confidential” or “business proprietary,” the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

~~§ 10.8.1~~ The receiving party may disclose “confidential” or “business proprietary” information after 7 days’ notice to the other party, when required by law, arbitrator’s order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and

exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8 shall not design, specify or incorporate in the Drawings or Specifications for the Project, and shall not approve any shop drawings specifying any hazardous materials or toxic substances, in such manner as would violate the requirements of all existing laws, ordinances, codes, rules and regulations, orders and decisions of all government authorities having jurisdiction over the Site, the Work or any part of either, or would cause substantial damage or a risk of substantial damage to the environment, or in such a manner as to leave any residue which could be hazardous to persons or property or cause liability to Owner. For purposes of this Agreement the term "hazardous materials" and "toxic materials" shall include, but shall not be limited to, substances currently defined as "hazardous substances" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended 42 U.S.C. Sec. 9061 et seq., Hazardous Materials Transportation Act, 49 U.S.C. Sec. 1802, the Resource Conservation Act and Recovery Act, 42 U.S.C. Sec. 6910 et seq., and all other federal, state, and local environmental laws, rules and regulations as all of the above may be amended from time to time.

§ 10.920 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement. Services provided by the Architect are deemed to be personal in nature. The Architect hereby appoints the following individuals to the Project Team: Jacob Sertich, AIA, NCARB, Managing Principal / Architect. The Architect shall not make substantial changes to this appointed Project Team without the written approval of the Owner. Should circumstances beyond the control of the Architect compel changes to this Project Team, the Architect shall submit the credentials of the Architect's proposed replacement Project Team member(s) for the Owner's approval, which approval shall not be unreasonably withheld. However, nothing in this clause shall be construed to limit the Owner's rights to terminate this Agreement, as provided for herein, due to a change in Project Team composition. Termination by the Owner as a result of a change in the Project Team shall be deemed a justifiable Termination for Cause.

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§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect on a tiered percentage basis as follows:

- .1 Stipulated Sum  
— (Insert amount)
- .2 Percentage Basis  
— (Insert percentage value)  
— ( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.
- .3 Other  
— (Describe the method of compensation)

<u>Contract Sum (per the A101)</u>	<u>Architect's Fee</u>
<u>Under \$100,000</u>	<u>Hourly at Architect's Hourly Billing Rates (See Exhibit A)</u>
<u>\$100,000 to \$499,999</u>	<u>10.00% of the Contract Sum (per the A101)</u>
<u>\$500,000 to \$999,999</u>	<u>9.00% of the Contract Sum (per the A101)</u>
<u>\$1,000,000 and over</u>	<u>7.75% of the Contract Sum (per the A101)</u>

Notwithstanding the foregoing, in the event that the Owner elects to not move forward with the Construction Phase (whether due to all responsible bids exceeding the Owner's budget, availability of funding, changed priorities, or any other reason whatsoever as determined solely by the Owner), the Architect's Fee will be calculated based on the applicable percentage in the right column above multiplied by Owner's most recent budget for the cost of the work (rather than the Contract Sum per the A101). Nothing herein shall be construed to entitle the Architect to any fee in excess of work actually performed and phase actually completed by the Architect for each phase of services as contemplated in section 11.5 below.

*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

See Wilkins ADP Hourly Billing Rates (Exhibit A)

*(Insert amount of, or basis for, compensation.)*

See Wilkins ADP Hourly Billing Rates (Exhibit A)

**§ 11.4** Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect ~~plus percent (%)~~, or as follows:

*(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)*

only without any additional mark-up.

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Schematic Design Phase	ten percent ( <u>10</u> %)
Design Development Phase	fifteen percent ( <u>15</u> %)
Construction Documents Phase	fifty percent ( <u>50</u> %)
Construction Phase	twenty-five percent ( <u>25</u> %)
<hr/>	
Total Basic Compensation	one hundred percent ( 100.00 %)

~~§ 11.6.1~~ When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

See Wilkins ADP Hourly Billing Rates (Exhibit A)

- ~~.1~~ Transportation and authorized out of town travel and subsistence Mileage for travel necessarily incurred;
- ~~.2~~ Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets [Intentionally deleted];
- ~~.3~~ Permitting and other fees required by authorities having jurisdiction over the Project;
- ~~.4~~ Printing, reproductions, plots, and standard form documents;
- ~~.5~~ Postage, handling, and delivery;
- ~~.6~~ Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- ~~.7~~ Renderings, physical models, mock ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- ~~.8~~ If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's



- consultants;
- ~~.9~~ All taxes levied on professional services and on reimbursable expenses;
- ~~.10~~ Site office expenses;
- ~~.11~~ Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- ~~.12~~ Other similar Project-related expenditures.

~~§ 11.8.2~~ For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus percent ( %) of the expenses incurred.

~~§ 11.9 Architect's Insurance.~~ If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

~~(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)~~

~~except as otherwise provided in this Agreement; and~~

- .4 Printing, reproductions, plots, and standard form documents.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0%) of the expenses incurred.

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§ 11.9 [Intentionally deleted]

§ 11.10.1 Initial Payments~~Payment~~

An initial payment of ~~( \$ zero dollars (\$0.00) )~~ shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

~~§ 11.10.1.2~~ If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ~~( \$ )~~ shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. ~~Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid ( ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.~~

~~(Insert rate of monthly or annual interest agreed upon.)~~

~~%~~

~~§ 11.10.2.2~~ The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

thirty (30) days following the Architect's presentation to the Owner of the Architect's invoice, provided that such invoice is received by the Owner in time to be included in the board packet for the next regularly scheduled board meeting and such board meeting actually occurs. Any payment not made within twenty (20) days following the next regularly scheduled meeting that actually occurs after the Architect's invoice is timely received by the Owner shall bear interest at the rate of twelve (12) percent per annum.

**§ 11.10.2.2** [Intentionally deleted]

*(Include other terms and conditions applicable to this Agreement.)*

**ARTICLE 13 — SCOPE OF THE AGREEMENT**

§ 12.1 The Architect hereby agrees to maintain the insurance described in Paragraph 2.5 hereof during the term hereof. If the Architect fails to furnish and maintain the insurance required by Paragraph 2.5, the Owner may purchase such insurance on behalf of the Architect, and the Architect shall pay the cost hereof to the Owner upon demand and shall furnish to the Owner any information needed to obtain such insurance.

~~§ 13.2~~ This 12.2 Notwithstanding anything in the Agreement is comprised of the following documents identified below:

- ~~.1~~ — AIA Document B101™ 2017, Standard Form Agreement Between Owner and Architect
- ~~.2~~ — Building Information Modeling Exhibit, if completed:
- ~~.3~~ — Exhibits:  
*(Check the appropriate box for any exhibits incorporated into this Agreement.)*  
 — AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:  
*(Insert the date of the E204 2017 incorporated into this agreement.)*  
—  
 — Other Exhibits incorporated into this Agreement:  
*(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)*
- ~~.4~~ — Other documents:  
*(List other documents, if any, forming part of the Agreement.)*

~~This Agreement entered into as of the day and year first written above.~~

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to the contrary, the Architect shall not be entitled to any increase in compensation or Reimbursable Expenses which accrue as a result of any error or omission by the Architect or as a result of the Architect's breach of any provision in this Agreement.

§ 12.3 The Owner's approval of the Schematic Design Documents, the Design Development Documents, Drawings and Drawings and Specifications and any other Construction Document and Contract Document shall be deemed to be approval of the concepts therein, but not approval of the means, techniques or particular material recommended by the Architect for the Project.

§ 12.4 The failure of either party to exercise any of its rights under this Agreement for a breach or violation thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach or violation.

**ARTICLE 13 — SCOPE OF THE AGREEMENT**

§ 13.1 This Agreement, together with all written modifications, represents the entire and integrated agreement between the Owner and the Architect concerning the subject matter herein and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect, as amended;
- .2 AIA Document A201™–2017, General Conditions of the Contract for Construction, as amended; and
- .3 Exhibit A – Wilkins ADP Hourly Billing Rates

This Agreement entered into as of the day and year first written above.

**Variable Information**

**PAGE 1**

**AGREEMENT** made as of the 11<sup>th</sup> day of November in the year 2025

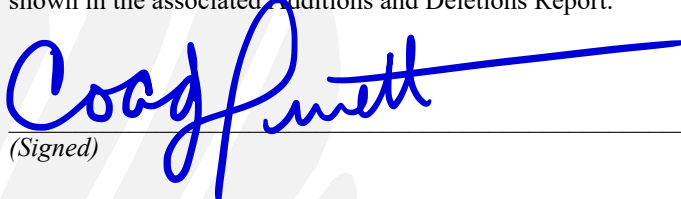
**PAGE 25**

Schematic Design Phase	<u>ten</u> percent ( <u>10</u> %)
Design Development Phase	<u>fifteen</u> percent ( <u>15</u> %)
Construction Documents Phase	<u>fifty</u> percent ( <u>50</u> %)
Construction Phase	<u>twenty-five</u> percent ( <u>25</u> %)
<hr/>	
Total Basic Compensation	one hundred percent ( 100.00 %)

## Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Coady H. Pruett, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:02:09 CDT on 10/24/2025 under Order No. 20250115061 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ - 2017, Standard Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.

  
\_\_\_\_\_  
(Signed)

OWNER'S LEGAL COUNSEL  
\_\_\_\_\_  
(Title)

OCTOBER 24, 2025  
\_\_\_\_\_  
(Dated)