

Board of Education Regular Meeting
Wednesday, September 10, 2025 6:30 PM
East Butler School
212 South Madison Street
Brainard, NE 68626-0036

1. Call Meeting To Order
2. Roll Call
3. Flag Salute/Open Meetings Act Statement
4. Celebration of #EvenBetter
5. Mission & Vision Statement
6. School Board Goals
7. Patron's Comments
8. Discussion/Informational Items
 - 8.1. 2025-2026 Budget Information
 - 8.2. Baseball Information
9. Consent Agenda
 - 9.1. Approval of Minutes
 - 9.2. Treasurer's Report
 - 9.3. Approval of Resignations and Hires
 - 9.4. Appointment of Foundation Board Members
10. Regular Agenda
 - 10.1. Discuss, consider, and take all necessary action on the proposed contract with BCDM architecture.
 - 10.2. Discuss, consider, and take all necessary action on the policy revisions.

11. Administrative Comments

12. Adjournment

East Butler Public School District
Board of Education
Goals for 2024-2025

Focus on Academic Excellence and Well-Being for All

- Continue to pursue more dual credit offerings and tuition reimbursement opportunities for high school students, as well as monitor the percentage of graduating seniors that leave with 12+dual credit hours.
- Enhance professional learning opportunities for staff.
- Continue to monitor the effectiveness of our before/after school programming.
- Continued focus on staff retention.
- Expand and further communicate resources and programming for mental and social-emotional health and support for students and staff.

Facility Planning to Address Short-Term and Long-Term Needs

- Work to maximize proactive efficiency through strategic use of 3-5 year building project plans that will be reviewed and adjusted as needed.
- Keep track of phased projects and updates and make sure the progress of each is communicated well throughout our school district communities.
- Identify and implement necessary school safety improvements.

Prioritize Responsible Budgeting and Tax Request Protocols

- Work towards consistent levy management and property tax revenue requests.
- Look at ways to maximize efficiency as we focus on needs vs. wants with a strong checks and balances system in place.
- Align 3-5 year General Fund budget plan with 3-5 year Building Fund project plan

Enhance Communication and Engagement

- Increase the number of special events, promotions, and recognitions.
- Find ways to use existing technology to its maximum capacity.
- Emphasize ways to communicate to all community members.
- Continue to utilize postal mail, paper bulletins, and board briefs.
- Look to maintain or increase student enrollment through continued communication and engagement efforts with current and potential student families.
- Consider implementing some new events like Community Coffees, Lunch & Learns, and/or a Board Town Hall.

East Butler Public Schools 2025-2026 Budget Hearing



September 10, 2025
Board and Public Information

Prepared by Michael Eldridge, Supt.

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Executive Summary

The purpose of this document is to assist the school board and the patrons of the East Butler school district in assessing the financial condition of the district. The district utilizes the following funds and an explanation of each is included.

GENERAL FUND - Is the account that is used for the regular operations of the school district. This fund receives revenue from property tax (levy), various county taxes, state reimbursements, net-option, and federal program support. The expenditure limit for this account is called budget authority and set through the TEEOSA formula established by the Nebraska Legislature and managed by the Nebraska Department of Education. The General fund has a levy limit of \$1.05.

SPECIAL BUILDING FUND - Is the account used for new construction or building improvements. This account generates revenue from property tax (separate levy) and/or bond funds. Expenditures should not include unplanned repairs; it is designed for specific improvement projects. The building fund has a levy limit of \$0.14.

DEPRECIATION FUND - Is the account established in order to facilitate the eventual purchase of costly capital outlay by reserving such monies by transferring unused funds from the general fund. The purpose of this fund is to spread replacement costs (by accumulation of funds over time) in order to avoid disproportionate tax effort in a single year to meet such an expense. Typical expenditures include buses, vans, technology, HVAC equipment, and IT equipment.

BOND FUND - Is the fund that is used to accumulate property tax funds that are levied in order to pay back general obligation bonds that are taken out by the school district to make improvements to a building(s) or certain infrastructure needs. There is no limit on the amount that can be levied, as long as it does not substantially exceed the annual bond obligation payments.

SCHOOL NUTRITION FUND - This was formerly called the lunch fund. The fund is designated to take receipts and make payments for the operation of the school nutrition program. Any deficit that would occur becomes the responsibility of the General Fund.

ACTIVITIES FUND - is required to account for the fiscal operations of student organizations, inter-school athletics, and other self-supporting or partially self-supporting activities. The fund does not count toward the annual expenditure limits established in the budget authority.

EMPLOYEE BENEFIT FUND – An employee benefit fund may be established in order to specifically reserve General Fund money for the benefit of school district employees. This is typically used to manage a 125 plan, unemployment compensation, early retirement, or HSA contributions.

CONTINGENCY FUND – A contingency fund is authorized by statute and may be used to fund uninsured losses and legal fees incurred by the district for the defense against public losses. This fund may not exceed 5% of the total budgeted general fund expenditures.

QUALIFIED CAPITAL PURPOSE UNDERTAKING FUND (QCPUF) – This fund may be established for the removal of environmental hazards and the reduction or elimination of accessibility barriers to schools. The tax levy for and duration of this fund is restricted to \$0.03 over five years.

COOPERATIVE FUND – The Cooperative Fund may be used by the school district acting as the fiscal agent for any cooperative activity between two or more political subdivisions. All school districts, including the school district acting as fiscal agent, shall show the payment for services to the cooperative in their General Fund.

STUDENT FEES FUND – as authorized by statute, is a separate fund not supported by tax revenue. Includes all moneys collected from students pursuant to the Public Elementary and Secondary Student Fee Authorization Act. Included are the fees for Extracurricular Activities, Postsecondary Education, and Summer/Night School.

Tax Valuation of District

When taxing, the District uses the certified valuations of all property established by the Assessors Office(s) in Butler County, Saunders County, and Seward County. East Butler Public Schools does not have influence or input on the decisions regarding property valuation. The tax asking for each fund is determined by the valuation multiplied by the levy, with \$0.01 of levy accounting for \$10 per \$100,000 of property valuation.

District Valuation History

Year	Butler	Saunders	Seward	Total	% Change
11-12	\$281,689,813	\$159,978,419	\$36,233,045	\$477,901,277	13%
12-13	\$329,651,994	\$182,784,045	\$46,571,319	\$559,007,358	17%
13-14	\$399,816,601	\$244,248,865	\$55,536,649	\$699,602,115	25%
14-15	\$433,661,066	\$257,996,658	\$76,993,604	\$768,651,328	10%
15-16	\$484,915,362	\$286,902,585	\$80,684,984	\$852,502,931	11%

16-17	\$521,927,859	\$311,210,230	\$82,122,091	\$915,260,180	7.36%
17-18	\$522,290,268	\$314,981,408	\$82,935,418	\$920,207,094	0.54%
18-19	\$524,110,623	\$311,404,444	\$83,267,023	\$918,782,090	-0.15%
19-20	\$500,594,248	\$315,779,996	\$80,518,784	\$896,893,028	-2.4%
20-21	\$496,797,085	\$314,779,754	\$77,639,718	\$889,216,557	-1%
21-22	\$499,279,948	\$313,071,389	\$79,039,715	\$891,391,052	+1%
22-23	\$512,087,243	\$331,103,279	\$82,786,931	\$925,977,453	+3.88%
23-24	\$584,779,673	\$353,928,549	\$89,261,552	\$1,027,969,774	+11.01%
24-25	\$612,907,834	\$400,946,371	\$97,944,217	\$1,111,798,422	+8.15%
25-26	\$741,751,912	\$450,071,220	\$110,974,246	\$1,302,797,378	+17.18%

District Revenue

East Butler receives minimal state aid. State aid for the purposes of this chart includes revenue received for teacher allocation aid, state income tax, and net-option funding.

A Historical Chart for State Aid Revenue

Year	State Aid	% Change
09-10	\$18,507.36	
10-11	\$49,524.11	167.59%
11-12	\$35,219.04	-28.8%
12-13	\$46,747	32.73%
13-14	\$112,169.17	139.95%
14-15	\$73,422	-34.54%
15-16	\$19,379	-73.60%
16-17	\$0.00	-100%
17-18	\$43,057	10,000%

18-19	\$42,012	2.43%
19-20	\$46,091	9.71%
20-21	\$50,068	8.63%
21-22	\$49,965	- 0.99%
22-23	\$53,932	7.93%
23-24	\$486,010	801%
24-25	\$512,723	5.21%
25-26	\$543,718	6.04%

Additional revenue for the General Fund comes in the form of State or Federal Program Grants (qualifications and limitations apply), county taxes, and local property tax. All other funds receive their revenue from direct property tax or general fund transfers.

A historical chart for Property Tax Asking to support the General Fund.

Year	GF Levy	GF Tax Asking	% Levy Change	% Tax Change
11-12	\$0.9649	\$4,611,576		
12-13	\$0.9500	\$5,310,568	-1.5%	15%
13-14	\$0.6274	\$4,389,589	-34%	-17%
14-15	\$0.5703	\$4,383,838	-9%	-.13%
15-16	\$0.5906	\$5,035,056	4%	15%
16-17	\$0.5373	\$4,917,375	-9%	-2.33%
17-18	\$0.5604	\$5,157,129	4.30%	4.87%
18-19	\$0.5684	\$5,222,459	1.43%	1.26%
19-20	\$0.54052	\$4,847,906	-4.90%	-7%
20-21	\$0.615326	\$5,471,581	-13.83%	13%
21-22	\$0.649895	\$5,793,105	-5.62%	6%
22-23	\$0.670867	\$6,212,080	-3.22%	3%

23-24	\$0.623942	\$6,413,936	-7%	3.25%
24-25	\$0.588162	\$6,542,341	-6%	2%
25-26	\$0.507249	\$6,608,425	-13.75%	1%

Factors that impact Tax Asking include State Aid, State/Federal Program Grants, and SPED Reimbursements. The tax asking is the difference between that total and the total anticipated expenditures from the General Fund. In 2013-2014 the district had a Cash Reserve that was calculated into the formula for necessary revenue. The District attempts to carry enough Cash Reserve to operate for three-four months to offset the delayed timeline for receipts from Property Tax and the State of Nebraska.

General Fund

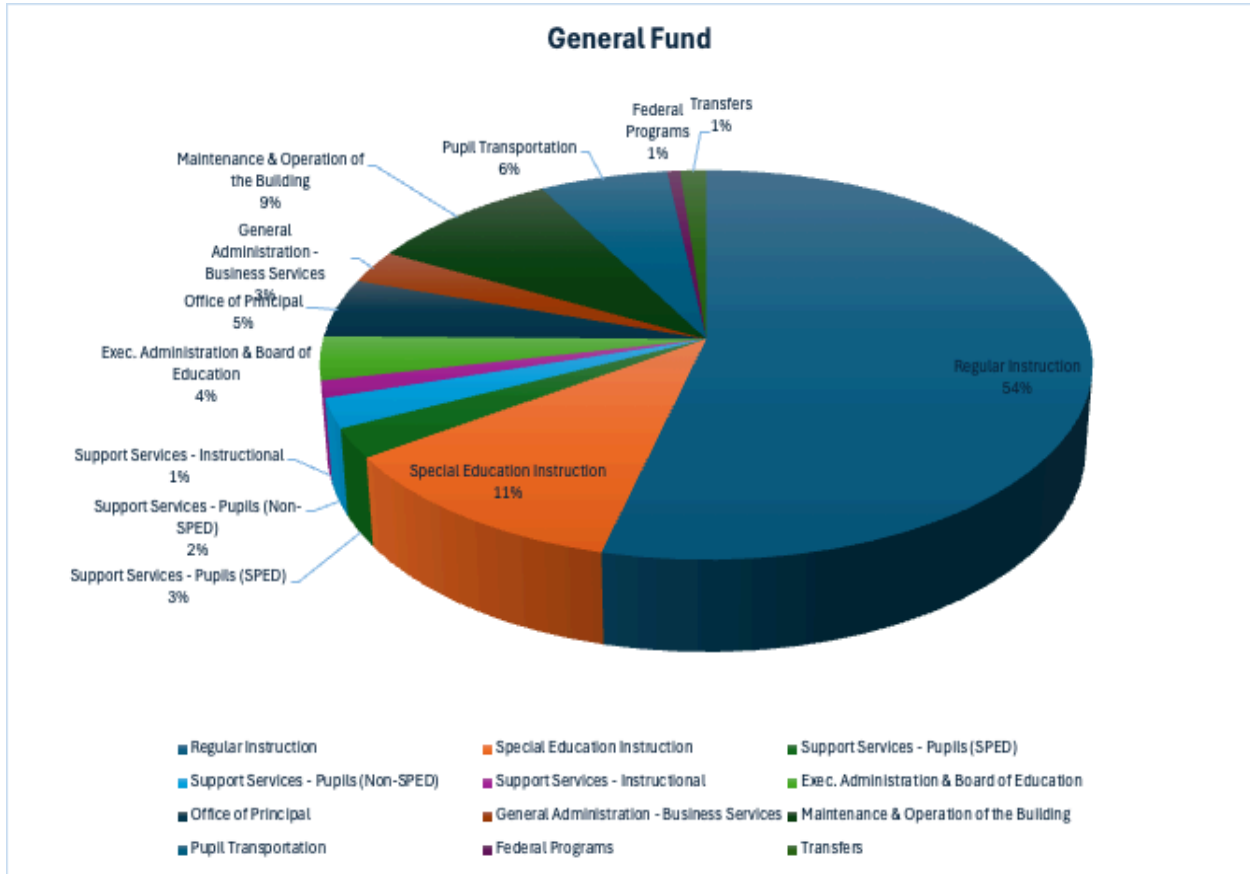
The General Fund cash balance on August 31, 2025 was \$2,764,508 compared to \$1,804,378 at the end of the 2024 fiscal period. This is considered a required cash reserve and is not factored into the 2025-2026 fiscal year revenue.

Below is a comparison of annual budgeted expenditures by year and actual expenditures and transfers by year. The percentage change will show the budget expenditure (planned and actual) increase or decrease by year.

Year	GF Planned Budget	% Change	GF Actual Expenditures	% Change
11-12	\$5,107,668		\$4,833,645	
12-13	\$5,418,482	+6%	\$4,779,625	-1.11%
13-14	\$5,620,900	+3.73%	\$4,769,404	-0.21%
14-15	\$5,892,136	+5%	\$5,264,302	+10.38%
15-16	\$5,961,835	+1%	\$5,505,601	+4.58%
16-17	\$6,062,579	+1.68%	\$5,485,955	-0.36%
17-18	\$6,145,599	+1.36%	\$6,202,397	+13.05%
18-19	\$6,486,336	+5.54%	\$6,173,895	-0.46%
19-20	\$6,707,665	+3.41%	\$6,490,132	+8.41%
20-21	\$7,218,148	+7.61%	\$7,070,808	+6.41%
21-22	\$7,534,692	+4.38%	\$7,154,405	+1.18%

22-23	\$7,735,352	+2.66%	\$7,174,415	+0.28%
23-24	\$7,988,118	+3.26%	\$7,620,310	+6.22%
24-25	\$8,217,916	+4%	\$7,778,332 (Estimated)	+2.07%
25-26	\$8,579,684	+4%		

General Fund Expenses



The above chart shows you the breakdown of expenses in the East Butler Public Schools general fund on an annual basis. These are areas where the expenses from year to year continue to increase. You will notice that the expenses for regular and SPED instruction make up 70% of the total general fund expenses. The remaining expenses consist of maintenance, transportation, support services, and administration.

Special Building Fund

The District will levy \$0.110375 for the Special Building Fund for the 2025-2026 fiscal period. The current balance of the building fund is \$791,762 as of August 29, 2025. The fund will be used to make the payments on the lease purchase of \$365,000 per year through 2026 (\$186,000 - December and \$186,000 - June). Additionally, the district is preparing for a facility project, including a parking lot on the east side of the Brainard building.

In prior years, tax asking for the Special Building Fund was used for land acquisition, land development, excavation/demolition, and large construction/repair projects. Below is a historical chart of tax asking by year for the Special Building Fund.

Special Building Fund

Year	Tax Asking	Levy
11-12	\$477,901.22	\$0.10
12-13	\$559,006.40	\$0.10
13-14	\$600,000	\$0.083692
14-15	\$303,030	\$0.038522
15-16	\$464,646.46	\$0.054504
16-17	\$129,494.95	\$0.014148
17-18	\$92,020	\$0.01
18-19	\$90,909	\$0.009895
19-20	\$454,545	\$0.050608
20-21	\$662,731	\$0.074353
21-22	\$824,488	\$0.092495
22-23	\$856,048	\$0.092419
23-24	\$875,240	\$0.085190
24-25	\$906,989	\$0.081539
25-26	\$1,437,967	\$0.110375

Depreciation Fund

The balance at the end of the 2024-2025 fiscal year (August 31, 2025) was \$576,353. Annually the increase in the account comes from the sale of surplus equipment that is depreciated out, interest, and General Fund transfers.

Expenditures are anticipated for the 2025-2026 fiscal period. The goal of the account balance is to address any two items (if needed) from the anticipated expenditure item list below.

- Technology
 - Laptops \$150,000
 - Infrastructure \$25,000
- Transportation
 - Bus \$120,000
 - Micro Bus \$100,000
 - Van \$60,000
- Equipment
 - Maintenance \$25,000
 - Industrial Technology \$50,000
- Renovations
 - Classroom Renovations \$200,000

Bond Fund

The district currently does not have a bond fund.

School Nutrition Fund

The District's Food Program received approximately \$50,000 in federal funds to reimburse free and reduced-price lunch-qualified students. In addition to this revenue, a transfer is made from the general fund to support the program's costs. The program is self-sufficient, with all expenditures, including staffing, benefits, supplies, and equipment, being paid from program receipts. Meal prices are set by formula from the Federal Program based on student meal participation.

Activities Fund

Annually, the District transfers funds from the General Fund to balance out expenses from school activities that do not generate revenue. At the end of the 2024-2025 school year, the General Fund transferred \$50,000.00 to activities. The end of the fiscal period balance (August 31, 2025) for the Activity Fund was as follows:

Cash Balance \$173,681

Employee Benefit Fund

The District uses this fund to manage the 125-plan for certificated employees. Funds are withheld from monthly paychecks and deposited here. The expenditures equal claims made by participating employees.

Contingency Fund

Is not used by the District.

Cooperative Fund

Is not used by the District.

Qualified Capital Purpose Undertaking Fund (QCPUF)

Currently, the district utilizes the QCPUF fund to pay the loan taken out for the HVAC, roof, and window renovations in 2010. Currently, there is \$872,954 left on this debt. Annually, the district pays approximately \$188,000 towards principal and interest.

Student Fee Fund

Has a balance of \$20,000 that is collected and distributed back into the Activities Fund if no expenditures are required.

Inter-Fund Loans

Currently, the District does not have any inter-fund loans outstanding.

Total Levy of District - Historical

The total levy is the combined tax asking for all the above funds. For the 2025-2026 school year, the total tax levy will be approximately \$0.634740, a 8% reduction.

Year	Valuation	Total Levy	Total Tax Asking	% Levy Rate Change	% Tax Change
12-13	\$559,007,358	\$0.6861	\$5,498,388		-11%
13-14	\$699,602,115	\$0.6855	\$4,989,898	-0.08%	-9%
14-15	\$768,651,328	\$0.5739	\$5,699,290	-16.28%	+14%
15-16	\$852,502,931	\$0.5739	\$5,252,999	0%	-7.83%
16-17	\$915,260,180	\$0.5912	\$5,441,068	+3%	+3.58%

17-18	\$920,207,094	\$0.599	\$5,503,756	+1.32%	+0.23%
18-19	\$918,782,090	\$0.612178	\$5,490,583	+2.2%	-0.24%
19-20	\$896,893,028	\$0.612178	\$5,490,583	0%	0%
20-21	\$889,216,557	\$0.701646	\$6,239,147	+14.6%	+13.63%
21-22	\$891,391,052	\$0.754151	\$6,722,428	+7.48%	+7.75%
22-23	\$925,971,453	\$0.775160	\$7,177,810	+2.79%	+6.77%
23-24	\$1,027,969,774	\$0.726913	\$7,472,439	-6.22%	+4%
24-25	\$1,111,798,422	\$0.690083	\$7,672,321	-5.07%	+2.67%
25-26	\$1,302,797,378	\$0.634740	\$8,269,383	-8%	+7.78%

The significant increase in 2020-2021 and 2015-2016 resulted from lower-than-average tax requests in the years preceding. Cash reserves were depleted over several years, 2012-2020. To build up the cash reserves, larger-than-normal tax requests have had to be made. The school district is much better financially than it was five years ago. Additionally, the school district is preparing to undergo a facilities project that includes a parking lot on the east side of the Brainard building.

Board of Education Regular Meeting
Wednesday, August 13, 2025 6:30 P.M.
East Butler School - Brainard, NE

1. Call Meeting To Order at 6:30 P.M.

2. Roll Call - Present: Brandon Jisa, Megan Kozisek, Ryan Pekarek, Laurie Smaus, Dylan Spatz, and Sarah Strizek. Also present: Mr. Michael Eldridge, Superintendent, Mr. Mark Cidlik, Secondary Principal, and Mr. Shawn Biltoft, Elementary Principal.

3. Flag Salute/Open Meetings Act Statement

4. Mission & Vision Statement - East Butler Public Schools will develop respectful, responsible, and productive citizens. Vision Statements - Create a safe environment of respect and mental well-being for students and staff; Continue the pursuit of commitment, collaboration, and communication among students, staff, and community members; and Construct a curriculum that is rigorous, adaptable, utilizes technology, and aligns with recognized standards.

5. School Board Goals - These include: Focus on Academic Excellence and Well-Being for All; Facility Planning to Address Short-Term and Long-Term Needs; Prioritize Responsible Budgeting and Tax Request Protocols; and Enhance Communication and Engagement

6. Celebration of #EvenBetter - Students that attended the National Skills USA Conference in Atlanta, GA, shared their experiences.

7. Patron's Comments

8. Discussion/Informational Items

8.1. Baseball Discussion - Mr. Eldridge shared with the school board that a parent had approached the administrative team about the desire to add Baseball as an athletic event for East Butler. The school board listened to feedback from those in attendance. The next steps for the school district will be to gather cost projections of adding a program, inquire about the level of interest from our student body, and conversations with the Nebraska Schools Activities Association (NSAA).

8.2. Summer Projects Update - Mr. Eldridge provided the board with a final update on the summer projects. Projects completed this summer were: 2nd & 3rd - grade classroom - Brainard renovation, Biology Classroom, and Madison Street Drainage - Brainard.

8.3. Work Session Recap - The school board discussed the recent work session that was on July 28th. Annually the school board conducts a work session that focuses on budgeting and facility. This work session included representatives from BCDM architects, who recently conducted a facility assessment and master planning process with the school district. Items that were shared with the board:

- The East Butler facilities are in excellent condition.
- Plans are being made to address any infrastructure needs that should be addressed (HVAC, etc.)
- Discussion regarding possible projects - the need for a larger weight/fitness facility, auxiliary gym space, track, etc.

No decisions have been made about future projects, all of the above items were for discussion.

8.4. 2025-2026 Budget Information - Mr. Eldridge shared with the school board the work that has been done to prepare for the new budget and tax asking.

9. Consent Agenda

9.1. Approval of Minutes

9.2. Treasurer's Report

9.3. Approval of Resignations (Brenda Janak, Rebecca Matthews, & Kathy Strizek) and Hires (Danielle Hicks, Hayleigh Larsen, & Erin Roh)

9.4. Appoint School Board Treasurer - Karen Sousek

9.5. Authorization of Transfers

9.6. Appoint New Foundation Board Members

Motion to approve the consent agenda as presented passed with a motion by Brandon Jisa and a second by Dylan Spatz.

Brandon Jisa: Yea, Megan Kozisek: Yea, Ryan Pekarek: Yea, Laurie Smaus: Yea, Dylan Spatz: Yea, Sarah Strizek: Yea

10. Regular Agenda

10.1. Discuss, consider, and take all necessary action on the policy revisions

Policies 3027 through 3036 were reviewed. No action was taken since there were no changes to these policies.

10.2. Discuss, consider, and take all necessary action on the proposed capacity numbers for the 2026-2027 school year.

Approval of capacity numbers for the 2026-2027 school year as presented by administration passed with a motion by Ryan Pekarek and a second by Laurie Smaus.

Brandon Jisa: Yea, Megan Kozisek: Yea, Ryan Pekarek: Yea, Laurie Smaus: Yea, Dylan Spatz: Yea, Sarah Strizek: Yea

10.3. Discuss, consider, and take all necessary action to approve the Resolution to increase the district's base growth percentage by up to an additional seven percent or other maximum amount as permitted by law.

Approval of the Resolution to increase the district's base growth percentage by up to an additional seven percent passed with a motion by Dylan Spatz and a second by Ryan Pekarek.

Brandon Jisa: Yea, Megan Kozisek: Yea, Ryan Pekarek: Yea, Laurie Smaus: Yea, Dylan Spatz: Yea, Sarah Strizek: Yea

11. Administrative Comments - Mr. Biltoft reported on: RAMP Session; Tiger Kids Club; Projected Elementary Enrollment Numbers/New Student Enrollment Information; Staff Professional Learning Schedule/Student Schedule; and Administrator Days. Mr. Cidlik reported on: Administrator Days; 7th Grade Orientation; Professional Learning Days; and Student Update.

12. Adjournment

Motion to adjourn at 8:21 P.M. passed with a motion by Dylan Spatz and a second by Ryan Pekarek.

Brandon Jisa: Yea, Megan Kozisek: Yea, Ryan Pekarek: Yea, Laurie Smaus: Yea, Dylan Spatz: Yea, Sarah Strizek: Yea

Kim Fuehrer
Recording Secretary

Fund: 01 GENERAL FUND

Account Number	Description	Revised Budget	During Month	To Date	% of Budget	Budget Balance
01 1100	PROPERTY TAXES	6,476,918.00	0.00	6,834,273.53	105.52	(357,355.53)
01 1115	CARLINE	2,500.00	0.00	1,998.49	79.94	501.51
01 1120	PUBLIC POWER DISTRICT-SALES TAX	10,000.00	0.00	7,785.68	77.86	2,214.32
01 1125	MOTOR VEHICLE TAXES	275,000.00	0.00	300,325.57	109.21	(25,325.57)
01 1370	PRE-SCHOOL TUITION	13,000.00	0.00	15,110.00	116.23	(2,110.00)
01 1510	INTEREST	2,500.00	0.00	34,513.71	1,380.55	(32,013.71)
01 1800	COMMUNITY SERVICE ACTIVITIES	0.00	0.00	16,540.00	0.00	(16,540.00)
01 1911	LOCAL LICENSE FEES	0.00	0.00	2,315.00	0.00	(2,315.00)
01 1990	MISC LOCAL REV	20,000.00	0.00	0.00	0.00	20,000.00
Subtotal: LOCAL RECIEPTS		6,799,918.00	0.00	7,212,861.98	106.07	(412,943.98)
01 2110	COUNTY FINES/LICENSES	25,000.00	0.00	20,245.18	80.98	4,754.82
01 2130	OTHER COUNTY RECEIPTS	0.00	0.00	43.02	0.00	(43.02)
01 2210	ESU RECEIPTS	0.00	0.00	2,157.65	0.00	(2,157.65)
Subtotal: 2000		25,000.00	0.00	22,445.85	89.78	2,554.15
01 3110	STATE AID	501,247.00	0.00	501,247.00	100.00	0.00
01 3120	SPED PROGRAMS/SCHOOL AGE	575,000.00	0.00	582,160.00	101.25	(7,160.00)
01 3125	SPED TRANSPORTATION/SCHOOL AGE	15,000.00	0.00	0.00	0.00	15,000.00
01 3130	HOMESTEAD EXEMPTION	0.00	0.00	61,121.15	0.00	(61,121.15)
01 3400	STATE APPORTIONMENT	75,000.00	0.00	147,899.37	197.20	(72,899.37)
01 3551	CAREER EDUCATION	0.00	0.00	7,500.00	0.00	(7,500.00)
01 3990	OTHER STATE RECEIPTS	0.00	0.00	186.52	0.00	(186.52)
Subtotal: 3000		1,166,247.00	0.00	1,300,114.04	111.48	(133,867.04)
01 4105	UNIVERSAL SERVICES E-RATE	7,000.00	0.00	971.82	13.88	6,028.18
01 4310	REAP	0.00	0.00	27,697.00	0.00	(27,697.00)
01 4505	TITLE I	0.00	0.00	36,457.00	0.00	(36,457.00)
01 4511	TITLE VI (REAP)	27,697.00	0.00	0.00	0.00	27,697.00
01 4518	SPED IDEA Part B	90,000.00	0.00	0.00	0.00	90,000.00
01 4708	MEDICAID IN PUBLIC SCHOOLS	10,000.00	0.00	7,888.97	78.89	2,111.03
Subtotal: 4000		134,697.00	0.00	73,014.79	54.21	61,682.21
01 5690	OTHER NON-REVENUE RECEIPTS	15,000.00	0.00	56,061.81	373.75	(41,061.81)
Subtotal: 5000		15,000.00	0.00	56,061.81	373.75	(41,061.81)
01 9000	NON-PROGRAM RECEIPTS	650,000.00	0.00	0.00	0.00	650,000.00
Subtotal: NON-PROGRAM RECEIPTS		650,000.00	0.00	0.00	0.00	650,000.00
Fund Total:		8,790,862.00	0.00	8,664,498.47	98.56	126,363.53

Vendor Name	Vendor Description	Amount
Checking Account ID 1	Fund Number 01 GENERAL FUND	
ADVANCED FIRE & SAFETY		428.33
AMAZON CAPITAL SERVICES		437.97
BANNER PRESS		163.69
BLICK ART MATERIALS		425.47
BONGERS, SANDRA		175.00
BURESH LAWN CARE		3,900.00
BUTLER COUNTY CLINIC		165.00
BUTLER COUNTY WELDING		111.42
CANON FINANCIAL SERVICES		3,106.80
CRESCENT ELECTRIC SUPPLY COMPANY		387.40
CTF SERVICE INC		23,769.93
CULLIGAN OF COLUMBUS		327.75
DALE'S FOOD PRIDE		43.50
DIETZE MUSIC		220.00
DIVERSIFIED DRUG TESTING		410.00
EAKES OFFICE SUPPLY		1,752.56
EAST BUTLER FOUNDATION		25.00
EICKMEIER, SHELLI		2,668.40
ELECTRONIC ENGINEERING COMPANY		517.50
FRONTIER COOPERATIVE CO		4,424.88
GO PHYSICAL THERAPY		58.40
HD SUPPLY FORMERLY HOME DEPOT PRO		2,864.52
KOCIAN, JENNY		107.10
KSB SCHOOL LAW		520.00
LEWIS, KATIE		327.60
LIFEGUARD MD, INC.		1,886.30
MADISON NATIONAL LIFE INS CO		1,562.50
MENARD'S 27TH		303.56
NASB ALICAP		89,480.00
NASCO		79.90
NE SAFETY CENTER @ UNK		270.00
NEBRASKA SCHOOL COUNSELOR ASSOCIATION		40.00
NEBRASKA SCHOOLMASTERS CLUB		40.00
NREA		550.00
OMAHA WORLD HERALD		312.00
ONE SOURCE THE BACKGROUND CHECK COMPANY		241.00
REHMER AUTO PARTS, INC.		75.04
S & S WORLDWIDE, INC		388.45
SACK LUMBER CO		23.27
SALAK, RYAN		1,868.49
SCHOOL SPECIALTY LLC		21.38
SEWARD COUNTY INDEPENDENT		335.52
SPARK ELECTRIC CO INC		515.28
STAPLES ADVANTAGE		651.44
STEVE WEISS MUSIC INC		3,217.95
TECH MASTERS		468.00
VILLAGE OF BRAINARD		5,384.09
WAHOO NEWSPAPER		47.16
WASTE CONNECTIONS OF NEBRASKA		18.15
WINDSTREAM		2,214.72
Fund Number 01		<hr/> 157,332.42
Checking Account ID 1		<hr/> 157,332.42

Fund: 05 ACTIVITY FUND

<u>Chart of Account Number</u>	<u>Chart of Account Description</u>		<u>Expenses</u>	<u>Revenues</u>	<u>Balance Change</u>	<u>Balance</u>
05 704	FUND BALANCE	*Previous Balance				146.40
		*Ending Balance:	0.00	0.00	0.00	146.40
05 704 2001	ACADEMIC DECATHALON	*Previous Balance				1,080.80
		*Ending Balance:	0.00	0.00	0.00	1,080.80
05 704 2002	AG MEMORIALS	*Previous Balance				360.63
		*Ending Balance:	0.00	0.00	0.00	360.63
05 704 2003	ANNUAL	*Previous Balance				14,503.13
05 704 2003	ANNUAL		0.00	0.00	0.00	
05 2900 610 000 2003	ANNUAL		4,333.57	0.00	0.00	
05 704 2003	ANNUAL	*Current Activity				(4,333.57)
		*Ending Balance:	4,333.57	0.00	0.00	10,169.56
05 704 2004	ATHLETIC	*Previous Balance				10,056.61
05 704 2004	ATHLETIC		0.00	0.00	0.00	
05 1710 2004	ATHLETIC		0.00	53,409.30	0.00	
05 2900 610 000 2004	ATHLETIC		18,255.41	0.00	0.00	
05 704 2004	ATHLETIC	*Current Activity				35,153.89
		*Ending Balance:	18,255.41	53,409.30	0.00	45,210.50
05 704 2006	CHEERLEADERS	*Previous Balance				2,521.58
05 704 2006	CHEERLEADERS		0.00	0.00	0.00	
05 1710 2006	CHEERLEADERS		0.00	1,198.00	0.00	
05 704 2006	CHEERLEADERS	*Current Activity				1,198.00
		*Ending Balance:	0.00	1,198.00	0.00	3,719.58
05 704 2007	CLOSE UP	*Previous Balance				1,962.03
		*Ending Balance:	0.00	0.00	0.00	1,962.03
05 704 2008	COLLEGE ACCESS GRANT	*Previous Balance				103.75
		*Ending Balance:	0.00	0.00	0.00	103.75
05 704 2009	CONCESSIONS	*Previous Balance				6,171.46
05 704 2009	CONCESSIONS		0.00	0.00	0.00	
05 1710 2009	CONCESSIONS		0.00	247.00	0.00	
05 704 2009	CONCESSIONS	*Current Activity				247.00
		*Ending Balance:	0.00	247.00	0.00	6,418.46
05 704 2010	DANCE TEAM	*Previous Balance				204.51
		*Ending Balance:	0.00	0.00	0.00	204.51
05 704 2011	DRAMA	*Previous Balance				4,759.16
		*Ending Balance:	0.00	0.00	0.00	4,759.16
05 704 2012	DRUG FREE PROGRAM	*Previous Balance				395.49

Fund: 05 ACTIVITY FUND

<u>Chart of Account Number</u>	<u>Chart of Account Description</u>		<u>Expenses</u>	<u>Revenues</u>	<u>Balance Change</u>	<u>Balance</u>
		*Ending Balance:	0.00	0.00	0.00	395.49
05 704 2014	FBLA	*Previous Balance				1,425.91
		*Ending Balance:	0.00	0.00	0.00	1,425.91
05 704 2015	FCCLA	*Previous Balance				2,933.64
05 704 2015	FCCLA		0.00	0.00	0.00	
05 2900 610 000 2015	FCCLA		813.75	0.00	0.00	
05 704 2015	FCCLA	*Current Activity				(813.75)
		*Ending Balance:	813.75	0.00	0.00	2,119.89
05 704 2016	FFA	*Previous Balance				19,300.46
05 704 2016	FFA		0.00	0.00	0.00	
05 2900 610 000 2016	FFA		412.13	0.00	0.00	
05 704 2016	FFA	*Current Activity				(412.13)
		*Ending Balance:	412.13	0.00	0.00	18,888.33
05 704 2017	FFA GREENHOUSE	*Previous Balance				20,448.56
05 704 2017	FFA GREENHOUSE		0.00	0.00	0.00	
05 2900 610 000 2017	FFA GREENHOUSE		489.60	0.00	0.00	
05 704 2017	FFA GREENHOUSE	*Current Activity				(489.60)
		*Ending Balance:	489.60	0.00	0.00	19,958.96
05 704 2025	CLASS OF 2025	*Previous Balance				11.08
		*Ending Balance:	0.00	0.00	0.00	11.08
05 704 2026	CLASS OF 2026	*Previous Balance				2,001.95
		*Ending Balance:	0.00	0.00	0.00	2,001.95
05 704 2027	CLASS OF 2027	*Previous Balance				3,482.55
		*Ending Balance:	0.00	0.00	0.00	3,482.55
05 704 2028	CLASS OF 2028	*Previous Balance				71.43
		*Ending Balance:	0.00	0.00	0.00	71.43
05 704 3001	LAPTOP INITIATIVE	*Previous Balance				14,299.28
05 704 3001	LAPTOP INITIATIVE		0.00	0.00	0.00	
05 2900 610 000 3001	LAPTOP INITIATIVE		872.20	0.00	0.00	
05 704 3001	LAPTOP INITIATIVE	*Current Activity				(872.20)
		*Ending Balance:	872.20	0.00	0.00	13,427.08
05 704 3002	LETTERCLUB	*Previous Balance				1,588.94
		*Ending Balance:	0.00	0.00	0.00	1,588.94
05 704 3004	MUSIC	*Previous Balance				404.73
		*Ending Balance:	0.00	0.00	0.00	404.73

Fund: 05 ACTIVITY FUND

<u>Chart of Account Number</u>	<u>Chart of Account Description</u>		<u>Expenses</u>	<u>Revenues</u>	<u>Balance Change</u>	<u>Balance</u>
05 704 3005	NATIONAL HONOR SOCIETY	*Previous Balance				263.83
		*Ending Balance:	0.00	0.00	0.00	263.83
05 704 3006	SPEECH	*Previous Balance				17.76
		*Ending Balance:	0.00	0.00	0.00	17.76
05 704 3007	STUDENT COUNCIL	*Previous Balance				2,654.81
		*Ending Balance:	0.00	0.00	0.00	2,654.81
05 704 3009	WR SPIRIT LEADERS	*Previous Balance				514.69
		*Ending Balance:	0.00	0.00	0.00	514.69
05 704 3010	SKILLS USA	*Previous Balance				5,833.50
05 704 3010	SKILLS USA		0.00	0.00	0.00	
05 1710 3010	SKILLS USA		0.00	2,116.50	0.00	
05 2900 610 000 3010	SKILLS USA		178.98	0.00	0.00	
05 704 3010	SKILLS USA	*Current Activity				1,937.52
		*Ending Balance:	178.98	2,116.50	0.00	7,771.02
05 704 3011	CAREER TECHNICAL EDUCATION	*Previous Balance				10,537.62
05 704 3011	CAREER TECHNICAL EDUCATION		0.00	0.00	0.00	
05 1710 3011	CAREER TECHNICAL EDUCATION		0.00	1,837.88	0.00	
05 2900 610 000 3011	CAREER TECHNICAL EDUCATION		3,175.06	0.00	0.00	
05 704 3011	CAREER TECHNICAL EDUCATION	*Current Activity				(1,337.18)
		*Ending Balance:	3,175.06	1,837.88	0.00	9,200.44
05 704 3012	BAND TRIP	*Previous Balance				1,439.87
05 704 3012	BAND TRIP		0.00	0.00	0.00	
05 1710 3012	BAND TRIP		0.00	1,452.50	0.00	
05 704 3012	BAND TRIP	*Current Activity				1,452.50
		*Ending Balance:	0.00	1,452.50	0.00	2,892.37
Fund Total: 05			28,530.70	60,261.18	0.00	161,226.64

Vendor Name	Vendor Description	Amount
Checking Account ID 8	Fund Number 08	
	SPECIAL BUILDING FUND	
BCDM ARCHITECTS		1,427.51
HOME DEPOT CREDIT SERVICES		719.18
SCHOMMER, SANDY		100,000.00
VILLAGE OF BRAINARD		64,871.74
Fund Number 08		<hr/>
		167,018.43
Checking Account ID 8		<hr/>
		167,018.43

PAID IN AUGUST 2025		
PRE-APPROVED BILLS (GENERAL FUND)		
8/6/2025		
Capital One/ Walmart	Chk# 44134	Class Supplies
First National Bank CC	Chk# 44135	Pest Control
8/11/2025		
Butler Public Power District	Chk# 44185	Dwight electricity
Joshua Pelan	Chk# 44186	Auto Detailing Vehicle Fleet
Saddleback Educational Publishing	Chk# 44187	Paperback Books
8/13/2025		
EB Activities	Chk# 44195	GF Transfer to Athletics
EB Depreciation	Chk# 44196	GF Transfer
EB Hot Lunch	Chk# 44197	GF Transfer
8/19/2025		
Emanuel Printing, Inc	Chk# 44198	Purchase orders
JME Lawn Care	Chk# 44199	Bus Cleaning
US Bank	Chk #44200	Acadience Renewal
Walmart - Visa	Chk #44201	Ag Classroom Supplies
Cash	Chk #44202	Petty Cash - Postage
8/27/2025		
Doug Hayek	Chk #44203	Bus - Skills Test
8/29/2025		
Nationwide	Chk #44204	Surety Bond Fee
Husker Bar 3	Chk# 44205	Bookkeeper Dinner

		TOTAL

105.18

\$51.12

\$953.71

\$1,860.00

\$55.80

\$50,000.00

\$300,000.00

\$100,000.00

\$346.04

\$200.00

\$1,283.38

\$96.95

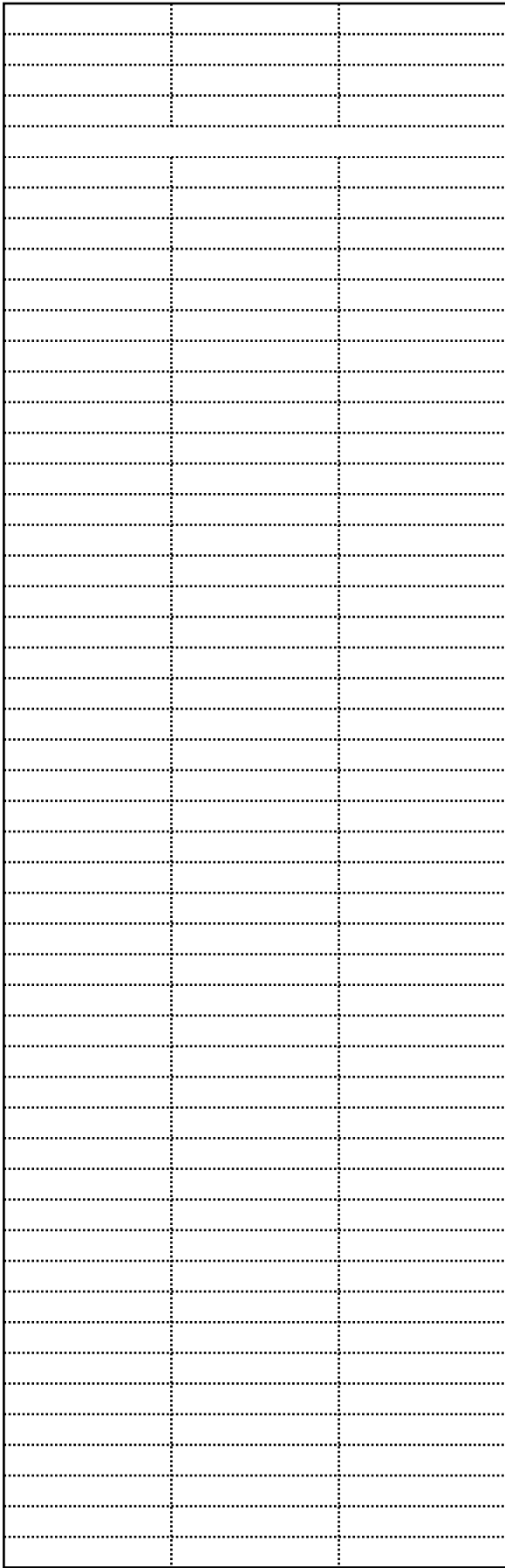
\$18.58

\$300.00

\$100.00

\$76.43

\$455,447.19						



Payroll Register - Totals

	<u>PIK/Gross</u>	<u>Amount</u>	<u>Expense/ Employer</u>	<u>Adjustment Amount</u>	<u>Check Total</u>	<u>Payee ID</u>	<u>Payee Name</u>	
Check Date:	09/19/2025	Batch Description: September payroll						
Processing Month:	09/2025	Status: Calculated Successfully						
Checking Account ID:	1							
ADD								
ACTIVITYTR Activity trips			150.00					
HOURLY Hourly Pay			65,619.46					
OT Overtime Pay			5,031.09					
PARASUB ParaEducator Substitute			1,300.00					
RAMPPAYME RAMP Payment			75.00					
SICK Sick Time Used			129.44					
SPEDROUTE SPED Route			1,575.00					
SUBDRIVER Substitute Bus Driver			80.16					
SUBTEACHER Substitute			2,720.00					
TIGERKIDSC Tiger Kids Club			3,964.20					
WEIGHTLIFT Weightlifting			1,770.00					
			<u>82,414.35</u>					
CONTRACT								
C01 Contract 1			248,482.30					
C02 Contract 2			18,436.98					
C04 Title 1			1,030.90					
			<u>267,950.18</u>					
DEDUCTION								
ACCIDENT ACCIDENT		271.83			271.83	AFLACREMI	AFLAC REMITTANCE SERVICES	
ACCIDENTCO ACCIDENT-COLONI		75.68			75.68	COLONIAL	COLONIAL LIFE & ACCIDENT INS. CO	
CANCER CANCER		134.53	41.31		175.84	AFLACREMI	AFLAC REMITTANCE SERVICES	
CANCERCOLO CANCER-COLONIAL		44.20			44.20	COLONIAL	COLONIAL LIFE & ACCIDENT INS. CO	
COLONSTD COLONIALSTD		43.60			43.60	COLONIAL	COLONIAL LIFE & ACCIDENT INS. CO	
DENTALPOST FAMILY DENTAL		954.87	1,902.23		2,857.10	BLUECROSS	BLUE CROSS BLUE SHIELD OF NE	
DENTALPRE DENTAL		219.28	178.62		397.90	BLUECROSS	BLUE CROSS BLUE SHIELD OF NE	
DEPCARE DEPENDENT CARE		300.00			300.00	EASTBTLR2R	EAST BUTLER SCHOOL DIST 2R	
HEALTH HEALTH INSURANC			84,282.78		84,282.78	BLUECROSS	BLUE CROSS BLUE SHIELD OF NE	
HORACEMANN HORACE MANN ANN		100.00			100.00	HORACEMAN	HORACE MANN LIFE INS CO	
HOSPPRE HOSPITAL - PRET		86.19	56.03		142.22	AFLACREMI	AFLAC REMITTANCE SERVICES	
STDISAB SHORT TERM DISA		42.90	71.66		114.56	AFLACREMI	AFLAC REMITTANCE SERVICES	
URM URM		500.67	320.00		820.67	EASTBTLR2R	EAST BUTLER SCHOOL DIST 2R	
VISION VISION		506.80	9.22		516.02	VISION	VISION SERVICE PLAN	
WADREED FTC ANNUITY		833.57			833.57	WADDELLAN	FTC	
		<u>4,114.12</u>	<u>86,861.85</u>	<u>0.00</u>	<u>90,975.97</u>			
INDIVIDUAL BANK ACCOUNT DEDUCTION								
HSA HSA		310.00	2,640.67		2,950.67			D
		<u>310.00</u>	<u>2,640.67</u>	<u>0.00</u>	<u>2,950.67</u>			
RET DEDUCTION								
NPERS RETIREMENT	325,300.08	26,023.96	26,284.27		52,308.23	RET	NEBRASKA SCHOOL RETIREMENT A SYS	
		<u>26,023.96</u>	<u>26,284.27</u>	<u>0.00</u>	<u>52,308.23</u>			
TAX								
FIT FIT	319,889.62	22,912.12			22,912.12	EFTPS	ELECTRONIC FEDERAL TAX PAYMENT SYSTEM	A
FUTA FUTA	348,743.25							
MEDICARE MEDICARE	346,847.15	5,029.27	5,029.27		10,058.54	EFTPS	ELECTRONIC FEDERAL TAX PAYMENT SYSTEM	A
SITNE SIT NE	313,880.23	10,630.04			10,630.04	SITNE	NEBRASKA DEPARTMENT OF REVENUE	A
SOCSEC SOC SEC	346,847.15	21,504.53	21,504.53		43,009.06	EFTPS	ELECTRONIC FEDERAL TAX PAYMENT SYSTEM	A
SUTANE SUTA NE	348,743.25							
WCNE WORK COMP NE	345,502.35							
		<u>60,075.96</u>	<u>26,533.80</u>	<u>0.00</u>	<u>86,609.76</u>			

Payroll Register - Totals

<u>PIK/Gross</u>	<u>Amount</u>	<u>Expense/ Employer</u>	<u>Adjustment Amount</u>	<u>Check Total</u>	<u>Pavee ID</u>	<u>Payee Name</u>
Checking Account ID: 1				Net Pay:		259,840.49
				Cash Total:		492,685.12
Non - FIT Taxable Deductions	28,899.91					
Non - SIT Taxable Deductions	28,899.91					
Non - SOC SEC Taxable Deductions	1,942.38					
Non - MEDICARE Taxable Deductions	1,942.38					
Direct Deposits	244,911.27					
Automatic Payments	138,917.99					
Adds + Contracts + Deduction Adds	350,364.53					

AIA® Document B133® – 2019

Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

AGREEMENT made as of the Twelfth day of August in the year Two Thousand Twenty-Five
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address, and other information)

East Butler Public Schools
212 S. Madison Street
Brainard, NE 68626

and the Architect:
(Name, legal status, address, and other information)

Beringer Ciccio Dennell Mabrey, Inc. (BCDM Architects)
1015 North 98th Street, Suite 300
Omaha, NE 68114

for the following Project:
(Name, location, and detailed description)

East Butler Public Schools
Addition and Renovation

BCDM No. 5554-01

The Construction Manager (if known):
(Name, legal status, address, and other information)

TBD

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.

This document is intended to be used in conjunction with AIA Documents A201–2017™, General Conditions of the Contract for Construction; A133–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

AIA Document A201™–2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

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.)

Final Program to be developed through input and collaboration with client and other stakeholders identified by client.

§ 1.1.2 The Project's physical characteristics:

(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.)

Additions and renovations and site improvements to Brainard School.

Additions and renovations to Dwight School.

§ 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.)

Anticipated construction budget: \$12-\$14 Million

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

- .1 Design phase milestone dates, if any:

TBD

- .2 Construction commencement date:

TBD

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:
(Indicate agreement type.)

AIA Document A133-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, or phased construction are set forth below:
(List number and type of bid/procurement packages.)

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:
(List name, address, and other contact information.)

Michael Eldridge, Superintendent
East Butler Public Schools
212 S. Madison Street
Brainard, NE 68626

§ 1.1.9 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.)

The Board of Education

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

- .1 Construction Manager:**
(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)

TBD

.2 Land Surveyor:

TBD

.3 Geotechnical Engineer:

TBD

.4 Civil Engineer:

TBD

.5 Other consultants and contractors:

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

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:
(List name, address, and other contact information.)

Casey Painter
Beringer Ciaccio Dennell Mabrey, Inc. (BCDM Architects)
1015 North 98th Street, Suite 300
Omaha, NE 68114

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Lange Structural Group, LLC
1919 S. 40th Street, Suite 302
Lincoln, NE 68506

.2 Mechanical Engineer:

Morrissey Engineering
4940 N. 118th Street, #100
Omaha, NE 68164

.3 Electrical Engineer:

Morrissey Engineering
4940 N. 118th Street, #100
Omaha, NE 68164

§ 1.1.12.2 Consultants retained under Supplemental Services:

§ 1.1.13 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 protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect 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. The Architect will provide all professional services necessary for the complete design and construction documentation of the Project (excluding surveys, geo-technical services, material testing, and commissioning). 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).

§ 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. The Architect agrees that its designs, Construction Documents, and Services 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 certify it has taken every reasonable measure 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 provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 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 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.

§ 2.6 **Insurance.** The Architect shall maintain the following insurance until termination of this Agreement. The Architect shall submit proof of insurance to the Owner before submittal of the first invoice to the Owner, at the anniversary date(s) of the submittal, and at any time when a material change in coverage, carriers, or underwriters occurs. The maintenance of such coverage shall be a condition precedent to the Owner's obligation to pay under this Agreement. Insurance coverage shall be written on an occurrence basis (except professional liability, which shall be on a claims made basis) and shall be maintained for benefit of the Owner without interruption from the date of commencement of this Agreement until at least through any warranty period covering the Project but in case for less than thirty-six (36) months after the Date of Substantial Completion for the Project or after the date of

Termination of this Agreement, whichever period ends later.

§ 2.6.1 Commercial General Liability with policy limits of not less than Two Million Dollars (\$ 2,000,000) for each occurrence and Four Million Dollars (\$ 4,000,000) in the aggregate for bodily injury and property damage. 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.

§ 2.6.2 Automobile Liability insurance covering vehicles owned, and hired and non-owned vehicles used, by the Architect, its employees, and agents with policy limits of not less than One Million (\$ 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, 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 automobile insurance policies to memorialize the same.

§ 2.6.3 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 2.6.1 and 2.6.2, 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 umbrella/excess liability insurance policies to memorialize the same.

§ 2.6.4 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 workers compensation insurance policies to memorialize the same.

§ 2.6.5 Employers' Liability with policy limits not less than Five Hundred Thousand Dollars (\$ 500,000) each accident, Five Hundred Thousand Dollars (\$ 500,000) each employee, and Five Hundred Thousand Dollars (\$ 500,000) 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 employers' liability insurance policies to memorialize the same.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than Three Million Dollars (\$ 3,000,000) per claim and Three Million Dollars (\$ 3,000,000) in the aggregate. The coverage required in this section shall be maintained for at least 5 years following termination of the contract.

§ 2.6.7 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 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.

§ 2.6.8 The Architect shall provide written notification to the Owner no less than 30 days prior to the cancellation or expiration of any insurance required by this Agreement. The Architect shall provide such written notice within three (3) business days of the date the Architect is first aware of the cancellation or expiration, or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever occurs first.

§ 2.6.9 Among other grounds to withhold payment, the Architect's failure to fully comply with all insurance requirements in this Section 2.6 provides the Owner sufficient grounds to withhold some or all payments otherwise due to 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 2.6 a material breach of the Architect's obligations under this Contract.

§ 2.6.10 All of the coverage limits stated in this Section 2.6 are minimum insurance limits and shall not be construed in any way to limit the liability of the Architect.

§ 2.6.11 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 (excluding surveys, geo-technical services, material testing, commissioning, civil, acoustics, and kitchen consultant). 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, low voltage, audio/visual, 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, among other duties, 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 the Owner for the services furnished to the Architect by any of its consultants to the same extent as if the 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 Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the 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 Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, 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 submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 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.

§ 3.1.6 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, in coordination with the Construction Manager, respond in the design of the Project to requirements imposed by governmental authorities

having jurisdiction over the Project and shall comply with the 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 industry standards. 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 Construction Manager'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.

§ 3.1.7 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

§ 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 3.3 Schematic Design Phase Services

§ 3.3.1 The Architect shall review the program, and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.3.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, 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.

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

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

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for Construction Manager's review and 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.

§ 3.3.5.1 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.

§ 3.3.5.2 The Architect shall consider with the Owner and the Construction Manager 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.

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.4 Design Development Phase Services

§ 3.4.1 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 Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and 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.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.5 Construction Documents Phase Services

§ 3.5.1 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 Construction Manager's review and 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 Construction Manager 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.

§ 3.5.2 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 into the

Construction Documents.

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

§ 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 Construction Manager as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction, as amended by the 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. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 3.6.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager 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 Construction Manager'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 Construction Manager or of any other persons or entities performing portions of the Work.

§ 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, 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 Construction Manager, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to advise the Owner 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 Construction Manager bring the non-conforming Work into compliance with the Contract Documents; and, if the Construction Manager'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 Construction Manager; and (d) what actions by the Owner and/or

Construction Manager 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 Construction Manager, 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 make recommendations concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. 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 Construction Manager, 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 and accepted by the Owner.

§ 3.6.2.5 Unless the Owner and Construction Manager 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 Construction Manager as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Construction Manager

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's recommendation 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 Construction Manager'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 Construction Manager is entitled to payment in the amount recommended. 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 Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager 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 Construction Manager'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 Construction Manager.

§ 3.6.4.2 The Architect shall review and comment upon, or take other appropriate action upon, the Construction Manager'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 Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's review of a

specific item shall not indicate that the Architect has reviewed of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager 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 Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review 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. 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 Construction Manager 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 Construction Manager; 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 (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager 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 Construction Manager, 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 Construction

Manager: (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 Construction Manager 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 The Supplemental 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.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Tenant-related services	Not Provided
§ 4.1.1.2 Commissioning	Not Provided
§ 4.1.1.3 Sustainable Project Services	Not Provided
§ 4.1.1.4 Historic preservation	Not Provided
§ 4.1.1.5 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.6 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.7 Civil engineering	To Be Determined. If requested by Owner, fee will be negotiated.

§ 4.1.1.8	Value analysis	Not Provided
§ 4.1.1.9	Cost estimating	Construction Manager
§ 4.1.1.10	Conformed documents for construction	Not Provided
§ 4.1.1.11	Facility support services	Not Provided
§ 4.1.1.12	Low Voltage	Architect – Provided as part of Basic Services
§ 4.1.1.13	Audio Visual	Architect – Provided as part of Basic Services
§ 4.1.1.14	Acoustical	To Be Determined. If requested by Owner, fee will be negotiated.
§ 4.1.1.15	Food Service	To Be Determined. If requested by Owner, fee will be negotiated.

§ 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 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 recommendations given by the Construction Manager or the Owner, 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 bid packages in addition to those listed;

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 retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 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 and Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 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 the Architect's responsibilities hereunder with respect to such documents.

§ 5.5 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.

§ 5.6 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.

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

§ 5.7.1 The Owner shall furnish the services of a civil engineer for additional project representation services required for the monitoring of sediment and erosion control plans (SWPP) or other storm water management plans as required by federal, state and/or local authorities.

§ 5.9 The Owner 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.

§ 5.10 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.

§ 5.11 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.

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager 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.

§ 5.13 The Owner shall include the Architect in all communications with the Construction Manager that it knows relate to or affect the Architect's services or professional responsibilities or shall notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project within a reasonable amount of time. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 The Owner shall coordinate the Architect's duties and responsibilities set forth in the Agreement between the Owner and the Construction Manager 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 Construction Manager, including the General Conditions of the Contract for Construction.

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

§ 5.16 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 the Construction Manager's 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 compensation of the Construction Manager for Preconstruction Phase services; 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 the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager

prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as part of the Basic Services, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing cost estimating services as a Basic Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, 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.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

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 reason(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 to 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 law of the State of Nebraska. Mandatory and exclusive venue for any disputes shall be in the appropriate state or federal court for the county in which the Project is located.

§ 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. The term “Contractor” as used in A201–2017 shall mean the Construction Manager.

§ 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 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.

§ 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.

§ 10.13.1 Indemnity/Non-Professional Acts. The Architect and Architect's consultants shall indemnify, defend, and hold harmless the Owner and all of its board members, officers, administrators, agents, representatives, and employees from any and all third party losses, damages, liabilities, judgments, or expenses, including reasonable attorney's fees and expenses, on account of damage or destruction to property and personal injuries, including death, to any or all persons, including but not limited to invitees and employees of the Owner, Owner's consultants, the Architect, and the Architect's consultants, to the extent caused by the negligent or intentional acts, errors, or omissions on the part of the Architect, and for patent, copyright, or trademark infringement attributable to the Architect's services.

§ 10.13.2 Indemnity/Professional Acts. The Architect shall indemnify and hold harmless the Owner and all of its board members, officers, administrators, agents, representatives, and employees from any and all third party losses, damages, liabilities, judgments, or expenses, including reasonable attorney's fees and expenses, on account of damage or destruction to property and personal injuries, including death, to any or all persons, including but not limited to invitees and employees of the Owner, Owner's consultants, the Architect, and the Architect's consultants, but only to the extent caused by the negligent or acts, errors, or omissions on the part of the Architect, its employees, and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend.

§ 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 Architect's federal employer identification number is: 20-0466211.

§ 10.18 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.

§ 10.19 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

§ 10.20 Architect shall conduct a background check for all employees or subcontractors providing services under this Agreement in a manner approved by Owner. Owner will determine if the person is authorized to provide services, in accordance with state, federal, and local policy.

§ 10.21 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. 9601 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.

§ 10.22 The Services provided by the Architect are deemed to be personal in nature. The Architect hereby appoints the following individuals to the Project Team: Matthew Erion, Casey Painter, Charlsi Kratina, Kevin Strehle, and Andrew Lang. 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.

§ 10.23 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.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as

follows:

.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

7.85 – 8.45 % of the Owner’s budget for the Cost of the Work, as calculated in accordance with Section 11.6. Once scope is determined, the fee percentage can be negotiated.

.3 Other
(Describe the method of compensation)

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

§ 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:
(Insert amount of, or basis for, compensation.)

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect.

§ 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	eighteen percent (18 %)
Design Development Phase	twenty-five percent (25 %)
Construction Documents Phase	thirty-five percent (35 %)
Bidding Phase	two percent (2 %)
Construction Phase	twenty percent (20 %)
<hr/>	
Total Basic Compensation	one hundred percent (100.00 %)

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 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.

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.

§ 11.6.1 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.

§ 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 Attached Rate Schedule – 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 Transportation and authorized out-of-town travel and subsistence;
- .2 Project web sites;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project except as otherwise provided in this Agreement;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;

- .6 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;

- .7 Site office expenses;

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants.

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero dollars (\$ 0) 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 upon presentation of the Architect's invoice. Amounts unpaid thirty (30) 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.)

%

§ 11.10.2.3 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:

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

§ 12.1 The Architect hereby agrees to maintain the insurance described in Paragraph 2.6 hereof during the term hereof. If the Architect fails to furnish and maintain the insurance required by Paragraph 2.6, 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 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 represents the entire and integrated agreement between the Owner and the Architect 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 B133™-2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition

- 2

AIA Document E203™ - 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below, if completed, or the following:
(Insert the date of the E203-2013 incorporated into this agreement.)

- 3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

- AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition dated as indicated below.
(Insert the date of the E234-2019 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.)

Rate Schedule – Exhibit A

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

OWNER *(Signature)*

(Printed name and title)



ARCHITECT *(Signature)*

BY: Kevin G. Strehle, President

(Printed name, title, and license number if required)

RATE SCHEDULE

2025

HOURLY RATES & CLASSIFICATIONS

Senior Principal.....	\$275/Hr.
Principal.....	\$225/Hr.
Associate Principal.....	\$200/Hr.
Project Manager.....	\$135/Hr.
Project Architect.....	\$120/Hr.
Architect-In-Training.....	\$110/Hr.
Contract Administrator/Construction Manager.....	\$200/Hr.
Interior Designer.....	\$110/Hr.
Administrative Staff.....	\$110/Hr.
Intern Architect.....	\$55/Hr.

REIMBURSABLE & MISCELLANEOUS EXPENSES

- A. **CONSULTANTS:** Services provided by civil, structural, mechanical, and electrical engineering and/or other consultants will be charged at actual cost.
- B. **AUTOMOBILE TRANSPORTATION:** Automobile transportation in connection with the project will be charged at the current IRS standard mileage rate of seventy cents (\$0.70) per mile.
- C. **COMMERCIAL TRAVEL AND SUBSISTENCE:** Airline travel, auto rentals, living expenses, and other similar direct expenses in connection with out-of-town travel, authorized by Client, will be charged at actual cost.
- D. **FILING FEES AND OTHER COSTS ADVANCED:** All filing or permit fees and other similar costs that are paid by BCDM will be charged at actual cost.
- E. **REPRODUCTION OF DOCUMENTS:** Reproduction of documents (plans and specifications) and associated distribution and postage/shipping costs will be directly billed to Client by the printer in order for Client to obtain sales tax exempt privileges.

The rates and multiples set forth above may be annually adjusted in accordance with normal salary review practices.

Additions and Deletions Report for AIA® Document B133® – 2019

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 13:16:49 CDT on 08/12/2025.

Changes to original AIA text

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~~[]—AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.~~

~~[]—AIA Document A134–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.~~

~~§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:~~

~~(Identify and describe the Owner's Sustainable Objective for the Project, if any.)~~

~~§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.~~

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§ 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.

§ 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.~~

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect 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. The Architect will provide all professional services necessary for the complete design and construction documentation of the Project (excluding surveys, geo-technical services, material testing, and commissioning). 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).

§ 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. The Architect agrees that its designs, Construction Documents, and Services 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 certify that it has taken every reasonable measure 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.

§ 2.4 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.

§ 2.6 Insurance. The Architect shall 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.~~ The Architect shall submit proof of insurance to the Owner before submittal of the first invoice to the Owner, at the anniversary date(s) of the submittal, and at any time when a material change in coverage, carriers, or underwriters occurs. The maintenance of such coverage shall be a condition precedent to the Owner's obligation to pay under this Agreement. Insurance coverage shall be written on an occurrence basis (except professional liability, which shall be on a claims made basis) and shall be maintained for benefit of the Owner without interruption from the date of commencement of this Agreement until at least through any warranty period covering the Project but in case for less than thirty-six (36) months after the Date of Substantial Completion for the Project or after the date of Termination of this Agreement, whichever period ends later.

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§ 2.6.1 Commercial General Liability with policy limits of not less than ~~Two Million Dollars (\$ 2,000,000)~~ for each occurrence and ~~Four Million Dollars (\$ 4,000,000)~~ in the aggregate for bodily injury and property damage. 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.

§ 2.6.2 Automobile Liability insurance covering vehicles owned, and hired and non-owned vehicles used, by the Architect, its employees, and agents with policy limits of not less than ~~One Million (\$ 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, 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 automobile insurance policies to memorialize the same.

§ 2.6.3 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 2.6.1 and 2.6.2, 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 umbrella/excess liability insurance policies to memorialize the same.

§ 2.6.4 Workers' Compensation at statutory limits. One 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 workers compensation insurance policies to memorialize the same.

§ 2.6.5 Employers' Liability with policy limits not less than ~~(\$ Five Hundred Thousand Dollars (\$ 500,000)~~ each accident, ~~(\$ Five Hundred Thousand Dollars (\$ 500,000)~~ each employee, and ~~(\$)~~ policy limit Five Hundred Thousand Dollars (\$ 500,000) policy limit. One 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 employers' liability insurance policies to memorialize the same.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than ~~(\$ Three Million Dollars (\$ 3,000,000)~~ per claim and ~~(\$)~~ in the aggregate Three Million Dollars (\$ 3,000,000) in the aggregate. The coverage required in this section shall be maintained for at least 5 years following termination of the contract.

§ 2.6.8 The Architect shall provide ~~certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6~~ written notification to the Owner no less than 30 days prior to the cancellation or expiration of any insurance required by this Agreement. The Architect shall provide such written notice within three (3) business days of the date the Architect is first aware of the cancellation or expiration, or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever occurs first.

§ 2.6.9 Among other grounds to withhold payment, the Architect's failure to fully comply with all insurance requirements in this Section 2.6 provides the Owner sufficient grounds to withhold some or all payments otherwise due to 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 2.6 a material breach of the Architect's obligations under this Contract.

§ 2.6.10 All of the coverage limits stated in this Section 2.6 are minimum insurance limits and shall not be construed in any way to limit the liability of the Architect.

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

§ 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. Architect will provide all professional services necessary for the complete design and construction documentation of the Project (excluding surveys, geo-technical services, material testing, commissioning, civil, acoustics, and kitchen consultant). 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, low voltage, audio/visual, 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, among other duties, 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 coordinate its services with those services provided by the Owner, the Construction Manager, 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, the Construction Manager, 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 the Owner for the services furnished to the Architect by any of its consultants to the same extent as if the 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."

§ 3.1.5 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.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, 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

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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, in coordination with the Construction Manager, respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project and shall comply with the 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 industry standards. 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 Construction Manager'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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§ 3.3.5.1 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.

§ 3.5.2 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.

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. ~~Has amended by the Owner and Construction Manager 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.~~ The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 3.6.2.2 The Architect has the authority to ~~reject Work that does not conform to the Contract Documents~~ advise the Owner 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

Construction Manager bring the non-conforming Work into compliance with the Contract Documents; and, if the Construction Manager'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 Construction Manager; and (d) what actions by the Owner and/or Construction Manager 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 Construction Manager, 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~~ make recommendations concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. 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 Construction Manager, 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 and accepted by the Owner.

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's ~~certification~~ recommendation 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 Construction Manager'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 Construction Manager is entitled to payment in the amount ~~certified~~ recommended. 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.

§ 3.6.4.1 The Architect shall review the Construction Manager'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 Construction Manager.

§ 3.6.4.2 The Architect shall review and ~~approve~~comment upon, or take other appropriate action upon, the Construction Manager'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 Construction Manager'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~~review of a specific item shall not indicate ~~approval of an assembly~~that the Architect has reviewed of which the item is a component.

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§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager 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 Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review 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. Nothing in this Agreement shall be construed as an Owner's

~~§ 3.6.4.4 Subject to Section 4.2, the 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.

§ 3.6.5.1 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~~Supplemental 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 (Architect, Owner, or not provided)
§ 4.1.1.1 Assistance with Selection of Construction Manager Tenant-related services	Not Provided
§ 4.1.1.2 Programming Commissioning	Not Provided
§ 4.1.1.3 Multiple Preliminary Designs Sustainable Project Services	Not Provided
§ 4.1.1.4 Measured drawings Historic preservation	Not Provided
§ 4.1.1.5 Existing facilities surveys Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.86 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.87 Civil engineering	To Be Determined. If requested by Owner, fee will be negotiated.
§ 4.1.1.428 Value analysis	Not Provided
§ 4.1.1.439 Cost estimating	Construction Manager
§ 4.1.1.14 On-site project representation	
§ 4.1.1.4510 Conformed documents for construction	Not Provided
§ 4.1.1.16 As-designed record drawings	
§ 4.1.1.17 As-constructed record drawings	
§ 4.1.1.18 Post-occupancy evaluation	
§ 4.1.1.4011 Facility support services	Not Provided
§ 4.1.1.2012 Tenant-related services Low Voltage	Architect – Provided as part of Basic Services
§ 4.1.1.2413 Architect's coordination of the Owner's consultants Audio Visual	Architect – Provided as part of Basic Services
§ 4.1.1.22 Telecommunications/data design 14 Acoustical	To Be Determined. If requested by Owner, fee will be negotiated.
§ 4.1.1.2315 Security evaluation and planning Food Service	To Be Determined. If requested by Owner, fee will be negotiated.
§ 4.1.1.24 Commissioning	
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.26 Historic preservation	
§ 4.1.1.27 Furniture, furnishings, and equipment design	
§ 4.1.1.28 Other services provided by specialty Consultants	
§ 4.1.1.29 Other Supplemental Services	

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~~§ 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 E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, 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 recommendations given by the Construction Manager or the Owner, 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 bid packages in addition to those listed in Section 4.1.6;
- 2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- 3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- 4 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;
- 5 Services necessitated by decisions of the Owner or Construction Manager 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;
- 6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- 7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- 8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- 9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- 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;
- 12 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- 13 Services necessitated by the Owner's delay in engaging the Construction Manager;
- 14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate; and
- 15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 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:

- 1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule approved by the Architect;

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- 2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager prepared coordination drawings, or prior Project correspondence or documentation;

- 3—Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager'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 Construction Manager 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 Construction Manager
- 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.

§ 5.4 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 the Architect's responsibilities hereunder with respect to such documents.

§ 5.5 ~~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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§ 5.8 ~~If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™ 2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.~~ 7.1 The Owner shall furnish the services of a civil engineer for additional project representation services required for the monitoring of sediment and erosion control plans (SWPP) or other storm water management plans as required by federal, state and/or local authorities.

§ 5.10 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.

§ 5.13 The Owner shall include the Architect in all communications with the Construction Manager that it knows relate to or affect the Architect's services or professional responsibilities. ~~The Owner or~~ the Owner or shall promptly notify the

Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project within a reasonable amount of time. Communications by and with the Architect's consultants shall be through the Architect.

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§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an ~~Additional Service~~ part of the Basic Services, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing cost estimating services as a ~~Supplemental Basic~~ Basic Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. ~~The Architect's revisions in the Construction Documents Phase 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 Construction Manager, 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 consultants3 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-General

§ 8.1.1 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.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein2 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 reason(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.

§ 89.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement. 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.

§ 89.1.4 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 9.7.5 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.

§ 8.2 Mediation

§ 8.2.1 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.

§ 8.2.2 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.
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 not 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 to 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

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§ 10.1 This Agreement shall be governed by the law of the State of Nebraska. Mandatory and exclusive venue for any disputes shall be in the appropriate state or federal court for the county in which the Project is located.

§ 810.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. 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. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 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. 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.

§ 8.3 Arbitration

§ 8.3.10.4 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 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.

§ 810.49 The provisions in 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.

§ 910.2 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. 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.

§ 910.3 If 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. 10.13.1 Indemnity/Non-Professional Acts. The Architect and Architect's consultants shall indemnify, defend, and hold harmless the Owner and all of its board members, officers, administrators, agents, representatives, and employees from any and all third party losses, damages, liabilities, judgments, or expenses, including reasonable attorney's fees and expenses, on account of damage or destruction to property and personal injuries, including death, to any or all persons, including but not limited to invitees and employees of the Owner, Owner's consultants, the Architect, and the Architect's consultants, to the extent caused by the negligent or intentional acts, errors, or omissions on the part of the Architect, and for patent, copyright, or trademark infringement attributable to the Architect's services.

§ 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.

~~§ 10.2~~ Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.**10.13.2 Indemnity/Professional Acts.** The Architect shall indemnify and hold harmless the Owner and all of its board members, officers, administrators, agents, representatives, and employees from any and all third party losses, damages, liabilities, judgments, or expenses, including reasonable attorney's fees and expenses, on account of damage or destruction to property and personal injuries, including death, to any or all persons, including but not limited to invitees and employees of the Owner, Owner's consultants, the Architect, and the Architect's consultants, but only to the extent caused by the negligent or acts, errors, or omissions on the part of the Architect, its employees, and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend.

~~§ 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.

~~§ 10.315~~ 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. 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.

~~§ 10.4~~ 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 ~~16~~ The Architect and all Subcontractors or Consultants, if any, shall not discriminate against any employee or

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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 Architect's federal employer identification number is: 20-0466211.

§ 10.18 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.

§ 10.5 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.19 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

§ 10.6 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.20 Architect shall conduct a background check for all employees or subcontractors providing services under this

Agreement in a manner approved by Owner. Owner will determine if the person is authorized to provide services, in

accordance with state, federal, and local policy.

§ 10.721 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. 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.

§ 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 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.

§ 10.8.122 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. Services provided by the Architect are deemed to be personal in nature. The Architect hereby appoints the following individuals to the Project Team: Matthew Erion, Casey Painter, Charlsi Kratina, Kevin Strehle, and Andrew Lang. 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

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composition. Termination by the Owner as a result of a change in the Project Team shall be deemed a justifiable Termination for Cause.

§ 10.923 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'~~ parties' intentions and purposes in executing the Agreement.

~~(7.85 – 8.45 % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6. Once scope is determined, the fee percentage can be negotiated.~~

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 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.)~~

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Schematic Design Phase	<u>eighteen</u> percent (<u>18</u> %)
Design Development Phase	<u>twenty-five</u> percent (<u>25</u> %)
Construction Documents Phase	<u>thirty-five</u> percent (<u>35</u> %)
<u>Bidding Phase</u>	<u>two</u> percent (<u>2</u> %)
Construction Phase	<u>twenty</u> percent (<u>20</u> %)
<hr/>	
Total Basic Compensation	one hundred percent (100.00 %)

- ~~2 Long-distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;~~
- ~~3 Permitting and other fees required by authorities having jurisdiction over the Project except as otherwise provided in this Agreement;~~
- ~~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.
- 7 Site office expenses;

§ 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 2.6 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 2.6, and for which the Owner shall reimburse the Architect.)

§ 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.

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§ 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 (thirty (30) 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.

~~§ 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.~~

§ 12.1 The Architect hereby agrees to maintain the insurance described in Paragraph 2.6 hereof during the term hereof. If the Architect fails to furnish and maintain the insurance required by Paragraph 2.6, 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.

- .2 AIA Document E203™ - 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below, if completed, or the following:

(Insert the date of the E203-2013 incorporated into this agreement.)

Variable Information

PAGE 1

AGREEMENT made as of the Twelfth day of August in the year Two Thousand Twenty-Five

East Butler Public Schools

212 S. Madison Street

Brainard, NE 68626

Beringer Ciaccio Dennell Mabrey, Inc. (BCDM Architects)

1015 North 98th Street, Suite 300

Omaha, NE 68114

East Butler Public Schools

Addition and Renovation _____ BCDM No. 5554-01

TBD

PAGE 2

Final Program to be developed through input and collaboration with client and other stakeholders identified by client.

Additions and renovations and site improvements to Brainard School.

Additions and renovations to Dwight School.

Anticipated construction budget: \$12-\$14 Million

TBD

PAGE 3

TBD

TBD

Michael Eldridge, Superintendent

East Butler Public Schools

212 S. Madison Street

Brainard, NE 68626

The Board of Education

TBD

TBD

PAGE 4

TBD

TBD

Casey Painter

Beringer Ciaccio Dennell Mabrey, Inc. (BCDM Architects)

1015 North 98th Street, Suite 300

Omaha, NE 68114

Lange Structural Group, LLC

1919 S. 40th Street, Suite 302

Lincoln, NE 68506

Morrissey Engineering

4940 N. 118th Street, #100

Omaha, NE 68164

Morrissey Engineering

4940 N. 118th Street, #100

Omaha, NE 68164

PAGE 6

§ 2.6.1 Commercial General Liability with policy limits of not less than ~~(\$ Two Million Dollars (\$ 2,000,000)~~ for each occurrence and ~~(\$ Four Million Dollars (\$ 4,000,000)~~ in the aggregate for bodily injury and property damage. 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.

§ 2.6.2 Automobile Liability insurance covering vehicles owned, and hired and non-owned vehicles used, by the

Architect, its employees, and agents with policy limits of not less than ~~(\$) per accident~~ One Million (\$ 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, along with any other statutorily required automobile coverage. One 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 automobile insurance policies to memorialize the same.

§ 2.6.5 Employers' Liability with policy limits not less than ~~(\$ Five Hundred Thousand Dollars (\$ 500,000)~~ each accident, ~~(\$ Five Hundred Thousand Dollars (\$ 500,000)~~ each employee, and ~~(\$) policy limit~~ Five Hundred Thousand Dollars (\$ 500,000) policy limit. One 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 employers' liability insurance policies to memorialize the same.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than ~~(\$ Three Million Dollars (\$ 3,000,000)~~ per claim and ~~(\$) in the aggregate~~ Three Million Dollars (\$ 3,000,000) in the aggregate. The coverage required in this section shall be maintained for at least 5 years following termination of the contract.

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~~()~~ 7.85 – 8.45 % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6. Once scope is determined, the fee percentage can be negotiated.

Schematic Design Phase	<u>eighteen percent (18 %)</u>
Design Development Phase	<u>twenty-five percent (25 %)</u>
Construction Documents Phase	<u>thirty-five percent (35 %)</u>
<u>Bidding Phase</u>	<u>two percent (2 %)</u>
Construction Phase	<u>twenty percent (20 %)</u>
<hr/>	
Total Basic Compensation	<u>one hundred percent (100.00 %)</u>

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See Attached Rate Schedule – Exhibit A

§ 11.10.1.1 An initial payment of zero dollars (\$ 0) 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.

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§ 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 ~~(thirty (30)~~ thirty (30) 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.

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Rate Schedule – Exhibit A

Elementary Principal Report

September Board Meeting



I. In-School Savings Program (ISSP)

- A. East Butler will be starting the second year of the in-school savings program at Brainard and Dwight. K-6 students will have the opportunity to save money while earning rewards for deposits. This program is possible through a cooperative effort with First Nebraska Bank.
- B. ISSP Dates:
 - 1. August 21-Brainard Teller Interviews
 - 2. August 23-Dwight Teller Interviews
 - 3. August 25-Training at First Nebraska Bank
 - 4. August 28-Brainard Site Training
 - 5. August 29-Dwight Site Training
 - 6. September 4-Dwight Opening Day
 - 7. September 5-Brainard Opening Day

II. 2025-2026 Enrollment

- A. 2025-2026 Numbers:
 - 1. Preschool: 40 Total Students (20 Brainard/20 Dwight)
 - 2. Kindergarten: 27 Students (14 Brainard/13 Dwight)
 - 3. Brainard K-6: 141 Students
 - 4. Dwight K-6: 46 Students
 - 5. K-12: 318 Students
 - 6. PK-12: 358 Students
- B. Additional enrollment numbers are included.

III. Fall Assessments

- A. Northwest Evaluation Association (NWEA)-MAPS testing was given the week of August 18-22. Reading, Math, and Science tests were administered for grades K-6.
- B. Acadience testing in Math and Reading were administered August 25-29.

IV. Safety Drills/Response Team Meeting

- A. The following safety and crisis drills were completed on August 22.
 - 1. School Evacuation
 - 2. School lockdown
 - 3. Fire Drill
 - 4. Bus Evacuation
 - 5. Tornado Drill
- B. Crisis team members: Mr. Eldridge, Mr. Cidlik, Mr. Bilstoft, Mrs. Witzel, Mrs. Hermelbracht, Mr. Palensky, Mrs. Robinson, Ms. Widick, Mrs. Sisel, Mrs. Walla, and Mrs. Zajac.

V. Upcoming Events

- A. Professional Learning Day – September 19 (No School for students)
- B. Parent-Teacher Conferences – October 1 (1:30 Dismissal)

East Butler Enrollment Report 34 Year Enrollment

Year	Pre-K	Kind.	Br. K-6	Dw. K-6	Pr. K-6	K-6 Total	K-12
2025-26	40	27	121	46		167	318
2024-25	33	15	106	38		144	295
2023-24	30	25	100	38		138	279
2022-23	28	20	101	39		140	268
2021-22	23	11	105	38		143	262
2020-21	23	27	103	42		145	272
2019-20	28	16	92	34		126	260
2018-19	40	12	91	40		131	266
2017-18	24	23	91	41		132	277
2016-17	21	23	94	43		137	277
2015-16	30	23	93	40		133	277
2014-15	30	13	95	39		134	299
2013-14	29	22	101	45		146	308
2012-13	19	12	95	43	8	146	321
2011-12	16	18	86	48	19	153	323
2010-11	17	23	90	54	30	174	345
2009-10	19	18	72	59		131	279
2008-09	13	25	84	54		138	281
2007-08	10	20	78	53		131	309
2006-07		11	78	53		131	303
2005-06		19	83	53		136	321
2004-05		15	79	50		129	321
2003-04		17	92	50		142	327
2002-03		23	100	52		152	335
2001-02		18	100	67		167	342
2000-01		20	103	69		172	358
1999-00		18	98	74		172	351
1998-99		18	98	81		179	364
1997-98		23	101	89		190	372
1996-97		25	106	76		182	371
1995-96		37	100	81		181	349
1994-95		13	103	71		174	326
1993-94		25	118	69		187	336
1992-93		27	115	65		180	322
Average	24.9	20.1	96.2	53.9	19	151.6	312.2



**Secondary Principal Report
September 2025 – School Board Meeting**

I. Weather Station – Ag Classes

- A. The Lower Platte North installed a weather station that collects data on humidity, wind speed, and precipitation, among other factors. The data is found in an online database compiled from weather stations throughout Butler County. Ag students will learn how to compare data and further network with the NRD to use the information for those involved in production agriculture.

II. Enrollment per grade 2025/2026

- A. 7-12th Grade Total Enrollment – 152
1. 7th - 21
 2. 8th – 26
 3. 9th – 32
 4. 10th – 26
 5. 11th – 22
 6. 12th – 25

III. Secondary News

- A. On 8/22/2025, the following drills were completed: Fire, Bus, Tornado, School Lockdown, and School Evacuation.
- B. NWEA assessments were given to all 7-11th graders on August 27 and 28th.
- C. Jostens representative for Seniors/Sophomores – September 11th.
- D. Homecoming September 12th – Parade/Pep Rally at 1:30 PM.
- E. Professional Learning Day, September 19th.
- F. Parent/Teacher Conferences and College Fair, October 1. School dismissed at 1:30 PM.
- G. Professional Learning Day, October 3rd.
- H. ACT Fall Test Date for Juniors - October 14th.
- I. Blue River Career Fair 10th & 11th graders – October 15th.
- J. Two seniors have requested to graduate at the end of the semester. They will attend the October school board meeting.