Agreement for Design Services of

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

Between the Board of Regents of the University of Nebraska,
a public body corporate of the State of Nebraska, hereinafter called the OWNER, and

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

THIS AGREEMENT made and entered into on <<Date>> of <<Month>> in the year <<Year>>
hereinafter called "Owner", and the Architect/Engin
the following Project:

<<Project Number – Project Name>>

The OWNER and ARCHI

.f Refined Outline Specifications.

.g Developed building code review statement and related floor plan in a format acceptable to the Owner.

.h Electronic versions of all documents.

.10 The Architect/Engineer, at completion of the Design Development Phase, will provide a furniture layout plan, subject to approval by the Owner and based on existing furniture inventory as

.10 The Architect/Engineer is required to provide services for separate contract documents for demolition or early site preparations.

.11 The Architect/Engineer is required to provide services for obtaining bids for moveable equipment.

.1 The Architect/Engineer will assist the Owner with printing and distributing plans and specifications for bidding and Td446r(f)Tj0/(f)Tj0.313 0 TdTj0.446Tc620

SECTION 2
COMPENSATION

2.1 **The Owner will compensate** the Architect/Engineer in accordance with the Terms and Conditions of this Agreement.

2.1.1 For Basic Services Compensation will be:

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retirement plus employment taxes, social security, Worker's Compensation disability and life insurance benefits, medical and similar benefits.

2.2 **If the Basic Services** covered by this Agreement have not been completed in accordance with the schedule concurred in by the Architect/Engineer and Owner, through no fault of the Architect/Engineer, the amounts of compensation, rates and multiples set forth in this Section 2, Article 2.1 will be subject to re-negotiation to reflect any added costs not reasonably foreseeable at the time of execution of this Agreement.

SECTION 3
OWNER'S RESPONSIBILITIES

SECTION 4
OTHER TERMS

4.1 Construction Cost

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

.2 Construction Cost does not include the compensation of the Architect/Engineer and the Architect /Engineer's consultants, the cost of land, rights-of-way, financing, or other costs which are the responsibility of the Owner as provided in Section 3, Article 3.1.2.

.3 Construction Cost will be determined as follows, with precedence in the order listed:

.a In the event the project is constructed, the Construction Cost for Completed Construction will be the Contract Sum(s) approved in the Construction Contract(s) (excluding any Owner initiated alternate bid(s) accepted). If the Construction Cost is less than the Architect/Engineer estimated Construction Cost at the time of bid, the Construction Cost will be defined as the lowest, responsible Base Bid received at bid. If the Construction Cost at the time of bid exceeds the Architect/Engineer estimated Construction Cost prior 3TJ0 Tc 0 Tw 1.675 0 Td(s)Ts 0 Tc Tc -0.009 Tw 3.20

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