

PROFESSIONAL SERVICE CONSULTANT AGREEMENT
Architectural Design and Engineering Services
St. Ann's Parish Hall 20-EMCV-008

THIS CONTRACT made on _____, 2021 and entered into by and between **W Design Associates, 214 East 1st Street, McCook, NE 69001 ("A/E")**, and the **City of Lexington, POB 70, Lexington, NE 68850 ("GRANTEE")**, and **St. Ann's Catholic Church, 1003 Taft Street, Lexington, NE 68850 ("OWNER")** for a PROJECT generally described as: *St. Ann's Parish Hall, Lexington, Nebraska*

WITNESSETH THAT:

WHEREAS, the OWNER and the A/E are desirous of entering into a contract to formalize their relationship, and

WHEREAS, pursuant to Title I of the Housing and Community Development Act of 1974, as amended through 1981 and 24 CFR 570, the State of Nebraska Department of Economic Development (DED) is authorized by the Federal Department of Housing and Urban Development (HUD) to provide Community Development Block Grant Program funds (hereinafter referred to as CDBG funds) to units of local government selected to undertake and carry out certain programs and projects under the Nebraska State Community Development Block Grant Program in compliance with all applicable local, state and federal laws, regulations and policies, and

WHEREAS, the OWNER, as part of its 2021 CDBG grant contract with DED, under Contract No. 20-EMCV-007, has been awarded CDBG funds for the purposes set forth herein, and

WHEREAS, the Scope of Work included in this contract is authorized as part of the OWNER'S approved CDBG program, and

WHEREAS, it would be beneficial to the OWNER to utilize the A/E as an independent entity to accomplish the Scope of Work set forth herein and such endeavor would tend to best accomplish the objectives of the local CDBG program.

NOW, THEREFORE, in consideration of the mutual promises, covenants and provisions contained herein and the mutual benefits to be derived therefrom, the parties hereto agree as follows:

1. Services to be provided by the Parties

- a. The A/E shall complete in a satisfactory and proper manner as determined by the OWNER for the work activities described in the Scope of Work (Attachment #1 to this contract).
- b. The OWNER will provide such assistance and guidance as may be required to support the objectives set forth in Section 3 below.

2. Time of Performance

The effective date of this contract shall be the date the parties sign and complete execution of the contract. The termination date of the contract shall be July 10, 2023 unless the grant period is extended by program amendment.

3. Consideration

The OWNER shall reimburse the A/E in accordance with the Payment Schedule described in Attachment #2 for all allowable expenses agreed upon by the parties to complete the Scope of Work. In no event shall the total amount reimbursed by the OWNER exceed the sum of \$34,568 (Thirty-four thousand and five hundred and sixty-eight dollars). Reimbursement under this contract shall be based on billings, supported by appropriate documentation of services rendered for the services. Reimbursement shall be based on costs actually incurred, and it is expressly understood that claims for reimbursement shall not be submitted in excess of actual, immediate cash requirements necessary to carry out the purpose of this contract.

It is also understood that this contract is funded in whole or in part with CDBG funds through the State of Nebraska Community Development Block or Grant Program as administered by the Department and is subject to those regulations and restrictions normally associated with federally funded programs and any other requirements that the state may prescribe.

4. Records

The A/E agrees to maintain such records and follow such procedures as may be required under 24CFR85.42 (paragraphs (b) and (c)) and any such procedures that the department may prescribe. In general, such records will include information pertaining to the contract, obligations and unobligated balances, assets and liabilities, outlays, equal opportunity, labor standards (as appropriate), and performance.

All such records and all other records pertinent to this contract and work undertaken under this contract shall be retained by the A/E for a period of ten years after the final audit of the OWNER'S CDBG project, unless a longer period is required to resolve audit findings or litigation. In such cases, the OWNER shall request a longer period for record retention.

The OWNER, the GRANTEE, the Department, and duly authorized officials of the state and federal government shall have full access and the right to examine any pertinent documents, papers, records and books of the A/E involving transactions to this local program and contract.

5. Relationship

The relationship of the A/E to the OWNER shall be that of an independent A/E rendering professional services. The A/E shall have no authority to execute contracts or to make commitments on behalf of the OWNER and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the OWNER and the A/E.

6. Suspension, Termination and Close-out

If the A/E fails to comply with the terms and conditions of this contract the OWNER may pursue such remedies as are legally available including, but not limited to the suspension or termination of this contract in the manner specified herein:

a. Suspension - If the A/E fails to comply with the terms and conditions of this contract, or whenever the A/E is unable to substantiate full compliance with the provisions of this contract, the OWNER may suspend the contract pending corrective actions or investigation, effective not less than seven (7) days following written notification to the A/E or its authorized representative. The suspension will remain in full force and effect until the A/E has taken corrective action to the satisfaction of the OWNER and is able to substantiate its full compliance with the terms and conditions of this contract. No obligations incurred by the A/E or its authorized representatives during the period of suspension will be allowable under the contract except;

(1) Reasonable, proper and otherwise allowable costs which the A/E could not avoid during the period of suspension.

(2) If upon investigation, the A/E is able to substantiate complete compliance with the terms and conditions of this contract, otherwise allowable costs; incurred during the period of suspension will be allowed.

(3) In the event all or any portion of the work prepared or partially prepared by the A/E be suspended, abandoned, or otherwise terminated the OWNER shall pay the A/E for work performed to the satisfaction of the OWNER, in accordance with the percentage of the work completed.

b. Termination for Cause – The OWNER may terminate its contract with the A/E if the A/E fails to comply with the terms and conditions of this contract and any of the following conditions exist;

(1) The lack of compliance with the provisions of this contract are of such scope and nature that the OWNER deems continuation of the contract to be substantially detrimental to the interests of the OWNER;

(2) The A/E has failed to take satisfactory action as directed by the OWNER or its authorized representative within the time specified by same;

(3) The A/E has failed within the time specified by the OWNER or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this contract; then, the OWNER may terminate this contract in whole or in part, and thereupon shall notify the A/E of the termination, the reasons therefore, and the effective date provided such effective date shall not be prior to notification of the A/E. After this effective date, no charges incurred under any terminated portions are allowable.

c. Termination for Other Grounds - This contract may also be terminated in whole or in part:

(1) By the OWNER, with the consent of the A/E, or by the A/E with the consent of the OWNER, in which case the two parties shall devise by mutual contract, the conditions of termination including effective date and in case of termination in part, that portion to be terminated.

(2) If the funds allocated by the OWNER via this contract are from anticipated sources of revenue, and if the anticipated sources of revenue do not become available for use in purchasing said services.

(3) In the event the OWNER fails to pay the A/E promptly or within sixty (60) days after invoices are rendered, the OWNER agrees that the A/E shall have the right to consider said default a breach of this contract and the duties of the A/E under this contract terminated. In such an event, the OWNER shall then promptly pay the A/E for all services performed and all allowable expenses incurred.

(4) The OWNER may terminate this contract at any time giving at least ten (10) days' notice in writing to the A/E. If the contract is terminated for convenience of the OWNER as provided herein, the A/E will be paid for time provided and expenses incurred up to the termination date.

7. Changes, Amendments, Modifications

The OWNER may, from time to time, require changes or modifications in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation therefore, which are mutually agreed upon by the OWNER and the A/E shall be incorporated in written amendments to this contract.

8. Personnel

The A/E represents that he has, or will secure at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees or have any contractual relationship to the OWNER.

All services required hereunder will be performed by the A/E or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

None of the work or services covered by this contract shall be subcontracted without prior written approval of the OWNER. Any work or services subcontracted hereunder shall be specified by written contract or contract and shall be subject to each provision of this contract.

9. Assignability

The A/E shall not assign any interest on this contract, and shall not transfer any interest on this contract, without prior written consent of the OWNER thereto: Provided, however, that claims for money by the A/E from the OWNER under this contract may be assigned to a bank, trust company, or other financial institutions without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the OWNER.

10. Reports and Information

The A/E, at such times and in such forms as the OWNER may require, shall furnish the OWNER such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

11. Findings Confidential

All of the reports, information, data, etc., prepared or assembled by the A/E under this contract are confidential and the A/E agrees that they shall not be made available to any individual or organization without prior written approval of the OWNER.

12. Copyright

No report, maps, or other documents produced in whole or in part under this contract shall be subject of an application for copyright by or on behalf of the A/E.

13. Compliance With Local Laws

The A/E shall comply with all applicable laws, ordinances and codes of the state and local governments and the A/E shall save the OWNER harmless with respect to any damages arising from any tort done in performing any of the work embraced by this contract.

14. Title VI of the Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

15. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, sex, sexual orientation, gender identity or national origin be excluded from participation in, be denied benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

16. Section 3 Compliance in the Provision of Training, Employment and Business Opportunities

a. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development Act and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

b. The parties to this contract will comply with the provisions of said Section 3. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these provisions.

c. The A/E will send to each labor organization or representative or workers with which he has collective bargaining contract or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

d. The A/E will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for, or receipt of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The A/E will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its consultants and subcontractors, its successors and assigns to those sanctions specified by the grant or loan contract or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

17. Age-Discrimination Act of 1975, As Amended (42 U.S.C. 6101, et.seq.).

The law provides that no person will be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance.

18. Section 504 of the Rehabilitation Act of 1973, As Amended (29 U.S.C. 794).

No otherwise qualified individual will, solely by reason of his or her handicap, be excluded from participation (including employment), denied program benefits or subjected to discrimination under any program or activity receiving federal assistance funds.

19. Executive Order 11246, As Amended

This Order applies to all federally assisted construction contracts and subcontracts. The Grantee and subcontractors, if any, will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Grantee and subcontractors, if any, will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin.

20. Conflict of Interest (24 CFR85.36(b)(3))

No officer, employee or agent of the Grantee who will participate in the selection, the award, or the administration of this grant may obtain a personal or financial interest or benefit from the activity or have an interest in any contract, subcontract or contract with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. It is further required that this stipulation be included in all subcontracts to this contract. Upon written request, exceptions may be granted upon a case-by-case basis when it is determined that such an exception will serve to further the purposes of the Act and the effective and efficient administration for the recipient's program or project. These exceptions are granted by the Department.

21. Audits and Inspections

The OWNER, the Department, the State Auditor and HUD or their delegates shall have the right to review and monitor the financial and other components of the work and services provided and undertaken as part of the CDBG project and this contract, by whatever legal and reasonable means are deemed expedient by the OWNER, DED, the State Auditor and HUD.

22. Verification of Work Eligibility Status for New Employees.

The A/E is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. In this context, "new employees" means employees hired on or after the effective date of this contract. A

"federal immigration verification system" means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

This contractual obligation to verify work eligibility status for new employees physically performing services within the State of Nebraska also applies to any and all subcontractors utilized by the A/E in performing this contract. The A/E will be responsible to the Department for enforcing this requirement with A/E's subcontractors.

A failure by the A/E to adhere to these requirements is violative of the statutory requirements in Neb. Rev. Stat. §4-114 and as such will be deemed a substantial breach of this contract which could result in the Department declaring A/E to be in default on the contract.

23. Verification of Lawful Presence for Public Benefits Eligibility (as required of applicants benefited by this contract).

The Department of Economic Development is prohibited by state law (Neb. Rev. Stat. §4-108) from providing public benefits to a person not lawfully present in the United States.

Public benefits are statutorily defined broadly (see Neb. Rev Stat. §4-109), with some exemptions from the verification of lawful presence requirement set forth in Neb. Rev Stat. §4-110. For the purposes of this contract, the Department has determined the A/E is, in the performance of A/E's contractual duties, providing public benefits to individuals or households under the statutory definition of public benefits.

Consequently, pursuant to this contract and Neb. Rev. Stat. §§4-108 through 4-114, the A/E shall have each applicant for public benefits under this contract complete the United States Citizenship Attestation Form, available on the State of Nebraska Department of Administrative Services website at www.das.state.ne.us. The attestation form is also reproduced on a following page of this contract.

Such form serves as the applicant's attestation that he or she is a U.S. citizen or a qualified alien under the federal Immigration and Nationality Act, 8 U.S.C. 1101 et seq. (as such federal statute existed on January 1, 2009, or as it may be subsequently amended). If the applicant attests they are a qualified alien, A/E shall verify the applicant's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

A/E shall:

- a. Retain the attestation form, and retain any additional verification documentation required because the applicant attested they were a qualified alien.
- b. Provide such attestation form and other documentation (or copies thereof) to the Department of Economic Development upon the request of such Department.
- c. Maintain aggregate records for the duration of the contract showing: (a) the number of applicants for public benefits under this contract; and, (b) the number of applicants rejected pursuant to the lawful presence requirement (which is the subject matter of

the procedural, attestation, and verification requirements set forth in the Nebraska statutes and contractual provisions above).

- d. Provide a summary report to the Department of Economic Development, no later than December 31st each calendar year, reflecting data for such calendar year (or portion of such year when there is not a full, calendar year of activity under this contract), so as to allow the Department to fulfill its annual reporting obligation to the Nebraska Legislature concerning these "lawful presence" requirements. The Department's annual report to the Nebraska Legislature is due January 31st each year.

24. Hold Harmless

The A/E will not be responsible for Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and A/E will not be responsible for Contractor's failure to perform or furnish the Work in accordance with the Contract Documents.

A/E will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

Neither A/E'S authority to act under the Contract Documents nor any decision made by A/E in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of A/E to Contractor, any subcontractor, any supplier, or any other person or organization performing any of the work or to any surety for any of them.

Unless otherwise agreed to in writing between A/E and OWNER, A/E shall be under no duty to undertake responsibility or liability for the performance or furnishing of work or services not expressly or specifically required of A/E herein.

The A/E agrees to indemnify and hold harmless the OWNER, its appointed and elected officers and employees from and against all loss and expense, including attorney's fees and costs by reason of any and all claims and demands upon the OWNER, its elected or appointed officers and employees from damages sustained by any person or persons, arising out of or in consequence of the A/E'S and its agents' negligent performance of work associated with this contract. The A/E shall not be liable for property and bodily injury as may result from the negligence of any construction contractor or construction subcontractor.

24. Consequential Damages

In no event will A/E, A/E's affiliated corporations, officers, employees, or subcontractors be liable for special, indirect, or consequential damages, and in order to protect A/E against indirect liability or third-party proceedings, OWNER will indemnify A/E for any such loss or damage.

25. Governing Law

This Agreement will be governed by the laws of the State of Nebraska, without regard to that body of law controlling conflicts of law. Any legal proceeding arising out of, or relating to this Agreement shall be instituted in any court of general jurisdiction in the State of Nebraska.

26. Limitation of Liability

To the maximum extent permitted by law, A/E'S liability for OWNER'S damages for any cause or combination of causes will, in the aggregate, not exceed the compensation received by A/E under this Contract. This article takes precedence over any conflicting article of the Contract or any document incorporated into it or referenced by it.

This contract contains all terms and conditions agreed to by the OWNER and the A/E. The attachments to this contract are identified as follows:

- Attachment #1, Scope of Work, 4 pages
- Attachment #2, Payment Schedule, 2 pages
- Attachment #3, Project Schedule, 1 Page
- Attachment #4, United States Citizenship Attestation Form

WITNESS WHEREOF, the OWNER and the A/E have executed this contract as of the date and year last written below.

St. Ann's Parish Council

W DESIGN ASSOCIATES, INC

By _____

By _____

Title _____

Title: _____

Date _____

Date _____

CITY OF LEXINGTON

By _____

Title _____

Date _____

APPROVED AS TO LEGAL FORM:

Lexington City Attorney

Date

ATTACHMENT #1

SCOPE OF WORK

This Attachment is to the AGREEMENT between **W Design Associates, 214 East 1st Street, McCook, NE 69001** ("A/E"), and the **City of Lexington, 214 W 8th Street, Lexington, NE 68850** ("OWNER"), for a PROJECT generally described as: *St. Ann's Parish Hall, Lexington, Nebraska*

The A/E shall perform professional services as hereinafter stated, which includes customary architectural, engineering, mechanical, electrical and structural engineering services. The basic services are premised on the following scope of professional services:

Design Documents to include HVAC, electrical and plumbing improvements; architectural for ADA compliance standards in terms of doorways and bathroom; window replacement and new generator specifications for St. Ann's Parish Hall renovation and revitalization.

A/E agrees to furnish OWNER the following specific services:

1.1 PHASE 1 – SCHEMATIC DESIGN

1.1.1 Field measure the existing building and gather existing information relating to:

- A. HVAC, Electrical and Plumbing
- B. Doorways and Bathrooms for ADA compliance
- C. Windows

1.1.2 Meetings with design team and the Owner

- A. Review of information and data gathered
- B. Review of site utilization
- C. Review of project delivery methods
- D. Review of applicable codes and regulations
- E. Update schematic design after review with Owner-adjust contract as required if scope of project is changed
- F. Submit final schematic plan and preliminary estimate of probable construction cost to Owner

1.2 PHASE 2 - DESIGN DEVELOPMENT

1.2.1 At the completion of the schematic design phase many of the major planning and design issues will be resolved. The focus during the design development phase is on refinement and coordination. During this phase, all of the important aspects of the design will be defined and coordinated. A/E will prepare and document:

- A. Architectural: Floor plans, sections, elevations, general details, and major equipment selection
- B. Structural: General layout considerations

- C. HVAC/ Plumbing/Fire Protection: Preliminary HVAC, plumbing, fire protection and general mechanical systems data and description
- D. Preliminary electrical system data and description for site, lighting, power and signal systems, communications, and other related systems
- E. Prepare updated preliminary estimate of probable construction cost
- F. Meet with Owner to review
- G. Modifications as required

1.3 PHASE 3 - CONSTRUCTION DOCUMENTS

1.3.1 Based on approval of the design development package, A/E will prepare final drawings and specifications for the construction of the project.

- A. Preparation of final plans and specifications
- B. A/E Services utilized:
 - 1) Civil
 - 2) Structural
 - 3) Mechanical
 - 4) Electrical
- C. Submit plan packages to owner at 95 percent completion for review
- D. Preparation of final construction documents and estimate of probable construction cost
- E. Meeting with Owner to review
- F. Final modifications as required
- G. Owner approval of construction documents package and written approval to proceed with project bidding phase

1.4 PHASE 4 - BID AND AWARD

Bidding phase work includes:

- A. Submittal of plans and specifications to state and local regulatory agencies for plan review
- B. Provide the Owner with one (1) set of construction documents
- C. Preparation of Solicitation for bids
- D. Answer bidding questions
- E. Provide interpretations/ clarification of contract documents
- F. Issue data as required
- G. Attend and coordinate bid opening
- H. Analyze bid results/ recommendation of award
- I. Prepare construction contracts utilizing AIA forms

1.5 PHASE 5- CONSTRUCTION ADMINISTRATION

The construction administration work consists of:

- A. Preside at construction-related meetings as scheduled and field observation during project construction and preparation of written reports (estimated 3 trips)
- B. Review of submittals and shop drawings
- C. Review and process pay requests
- D. Change orders and other minor contract interpretations and modifications

- E. Processing Requests for Information
- F. Coordination with state and local regulatory agencies for project required changes in the work
- G. Project closeout, including final site observation at substantial completion, punch list (1 trip)
- H. Provide OWNER with one set of As-Constructed record drawings.

1.6 ADDITIONAL SERVICES REQUIRING OWNER'S AUTHORIZATION IN ADVANCE

If authorized in writing by OWNER, and with AGENCY concurrence, A/E shall furnish or obtain from others Additional Services of the types listed below. These services will be paid for by OWNER as indicated in Article 4 of the Agreement.

1.6.1 Preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

1.6.2 Services resulting from significant changes in the scope, extent or character of the portions of the Project designed or specified by A/E or its design requirements including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction or method of financing; and revising previously accepted studies, reports, Drawings, Specifications or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes, standards or orders enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond A/E's control; redesign to reduce Project costs to within the funds available.

1.6.3 Preparing documents for alternate bids requested by OWNER for Contractor's work which is not executed or documents for out-of-sequence work.

1.6.4 Specialty consulting including but not limited to; kitchen design, audio/visual design, security system design, data/telecommunications systems, etc.

1.6.5 Preparation of renderings and animations.

1.6.6 Furnishing services of A/E's Consultants for other than Basic Services.

1.6.7 Services attributable to more than 1 prime construction contracts (General Construction)

1.6.8 Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering and constructability review requested by OWNER; and performing or furnishing services required to revise studies, reports, Drawings, Specifications or other Bidding Documents as a result of such review processes.

1.6.9 Assistance in connection with Bid protests, rebidding or renegotiating contracts for construction, materials, equipment or services. Rebidding or renegotiating contracts to reduce the contract costs to funds available shall be considered Additional Services.

1.6.10 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other dispute resolution process related to the Project.

1.6.11 Services in making revisions to Drawings and Specifications occasioned by the acceptance of

substitute materials or equipment other than “or-equal” items; and services after the award of the construction contract in evaluating and determining the acceptability of a substitution.

1.6.12 Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Project, (2) work damaged by fire or other cause during construction, (3) a significant amount of defective, neglected or delayed work by Contractor, (4) acceleration of the progress schedule involving services beyond normal working hours, or (5) default by Contractor.

1.6.13 Other services performed or furnished by A/E not otherwise provided for in this Agreement

1.6.14 All services following Project Closeout, including 1-year warranty work.

This Attachment A supersedes all prior written or oral understandings of the Scope of Services, and may only be changed by a written amendment executed by both parties.

ATTACHMENT #2

PAYMENT SCHEDULE

This Attachment is to the AGREEMENT between **W Design Associates, 214 East 1st Street, McCook, NE 69001** ("A/E"), and the **City of Lexington, POB 70 Street, Lexington, NE 68850** ("GRANTEE") and **St. Ann's Catholic Church 1003 Taft Street, Lexington, NE 68850** ("OWNER"), for a PROJECT generally described as: *St. Ann's Parish Hall, Lexington, Nebraska*

ARTICLE 2. COMPENSATION

Compensation by OWNER and GRANTEE to A/E will be as follows:

A. LUMP SUM

For design services enumerated in ATTACHMENT 1, Sections 1.1 through 1.4, the lump sum fee is as follows: \$34,568.00 with 80% due upon completion of Bidding Documents and 20% due upon completion of construction.

B. HOURLY, NOT TO EXCEED

For design services enumerated in ATTACHMENT 1, Section 1.5, the services will be invoiced at an hourly fee in accordance with the schedule shown below.

C. ADDITIONAL SERVICES

Additional Services are defined in ATTACHMENT 1, Section 1.6. Additional Services will be compensated on the basis of scheduled hourly fees and associated non-labor expenses agreed upon by the Owner. For the purposes of this Agreement the hourly fees are:

Employee Classification	Rate
Clerical	\$ 65.00
Cadd Tech	\$ 75.00
Architect	\$120.00
Structural Engineer	\$120.00
Mechanical Engineer	\$120.00
Electrical Engineer	\$120.00
Principal	\$130.00
Mileage	\$.60/Mile
Reproduction Services	\$3.50/24x36 Sheet
Lodging / Per Diem	N/A

D. REGULATORY REVIEW FEES AND PERMITS

The A/E will also submit documents to State Fire Marshal for their review and approval. This review fee will be in addition to the design fee, and will be paid directly by the OWNER, or reimbursed to the A/E by the OWNER.

Any other permit and review fees will be the responsibility of the OWNER.

This Attachment 2 supersedes all prior written or oral understandings of the Compensation, and may only be changed by a written amendment executed by both parties.

ATTACHMENT #3

PROJECT SCHEDULE

This Attachment is to the AGREEMENT between **W Design Associates, 214 East 1st Street, McCook, NE 69001** ("A/E"), and the **City of Lexington, POB 70, Lexington, NE 68850** ("GRANTEE") and **St. Anns Parish Center Lexington, NE 1003 Taft Street, 68850** ("OWNER"), for a PROJECT generally described as: *St. Ann's Parish Hall, Lexington, Nebraska*

ARTICLE 3. PROJECT SCHEDULE

The following schedule is anticipated:

- | | |
|-------------------------------------|--------------------------------------|
| 1) Construction Documents Completed | 60 Days after Contract Signature |
| 2) Project Bidding | 30 Days after Plan Approval |
| 3) Start of Construction | 30 Days after Contractor is Approved |

ATTACHMENT #4

ATTESTATION FORM

United States Citizenship Attestation Form

For the purpose of complying with Neb. Rev. Stat. §§ 4-108 through 4-114, I attest as follows:

I am a citizen of the United States.

— OR —

I am a qualified alien under the federal Immigration and Nationality Act, my immigration status and alien number are as follows: _____, and I agree to provide a copy of my USCIS documentation upon request.

I hereby attest that my response and the information provided on this form and any related application for public benefits are true, complete, and accurate and I understand that this information may be used to verify my lawful presence in the United States.

PRINT NAME	<hr/> (first, middle, last)
SIGNATURE	<hr/>
DATE	<hr/>