



Saline County Board of Commissioners

Meeting Agenda

AGENDA

SALINE COUNTY BOARD OF COMMISSIONERS

SALINE COUNTY COURTHOUSE

Wilber, NE

9:30 AM

DATE: February 4, 2020

This agenda is kept on a daily basis and may change from day to day as requests come in to the County Clerk's office. Requests to be on the agenda must be in the County Clerk's office 24 hours prior to the start of the meeting as stated above. This agenda is considered current on the day of the meeting and cannot be changed or altered except for an emergency.

The Board reserves the right to go into executive session if such session is clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual.

ROLL CALL

APPROVAL OF AGENDA

APPROVAL OF MINUTES OF THE PREVIOUS MEETING

CITIZENS FORUM

CORRESPONDENCE

REPORT OF OFFICIALS

Annual Wellness Committee membership report.

Bonnie Bleich - Spelling Bee and Reading Classic report.

BUSINESS FOR ACTION

9:45 - Discuss/consider/approve agreement between Saline County, Syerra Watson and Crete Public Schools to implement the School Intervention Worker Program.

10:00 - Presentation of Certificate of Appreciation to County Veteran

10:15 - Discussion concerning creation of administrative committee for Crete Community Building. Possible appointment of County official(s).

10:30 - Discuss/Consider/Possibly Approve the Owner-Architect Agreement for the Courthouse Re-pointing Project.

RESOLUTIONS TO TRANSFER FUNDS

HIGHWAY SUPERINTENDENT - ROAD AND BRIDGE MATTERS

Discuss/consider/approve Professional Services Agreement Preliminary Engineering Suppl. #1 between Saline County, Nebraska and JEO Consulting Group, Inc. & Resolution for signing of Preliminary Engineering Agreement-BK1923-001.

Request to occupy Right-of-Way for Black Hills Energy to make repairs in Saline County Right of Way South of County Road H and on the East side of County Road 2250

Discuss/Consider/Approve Saline County Property as Surplus

Discuss/Take action on First Amendment to County Roads Agreement between Milligan 1 Wind LLC and Saline County Nebraska.

11:30 COUNTY GENERAL ASSISTANCE AND CLOSED SESSION MATTERS

GA #2020-01

Closed session matter involving outstanding/remaining issue with construction contract.

CLAIMS APPROVAL

ADJOURNMENT

2020 Saline County Wellness Committee Members

Date: January 22, 2020

To: Saline County Board of Commissioners

From: Saline County Wellness Committee

Subject: Wellness Committee reorganization update; as per Wellness Committee Bylaws

As per the established bylaws of the Saline County Wellness Committee, the following information is provided as an update regarding the “first meeting in January reorganization” of the Committee:

Members:

1. Chair - Tim McDermott – Admin. Asst-HR-IT-, tim.mcdermott@saline.nacone.org
2. Secretary - Jamie Houser – County Assessor’s Office, jhouser4@diodecom.net
3. Marvin Kohout – County Commissioner, makohout@hotmail.com
4. Bruce Filipi – County Road Superintendent, scroads@diodecom.net
5. Jennifer Retchless – Saline County LEC, jretchless@sclec-ne.org
6. Kory Mullen – Saline County LEC, nurse@sclec-ne.org
7. Lori Moldenhauer – Aging Services Director, lorim@diodecom.net
8. Adam Drake – Saline County LEC, adrake@sclec-ne.org
9. Russ Karpisek – County Commissioner, russkarpy@gmail.com
- **Diane Vlasak – County Clerk’s Office, payroll@saline.nacone.org – In anticipation*
- **Madison Hoover – Aging Services, mhoover@lincoln.ne.gov – In anticipation (May-June)*

Standing Committee:

1. County Commissioner – Russ Karpisek
2. Elected/Appointed Official – Bruce Filipi
3. Employee Representative – Adam Drake
4. Employee Representative – Lori Moldenhauer
5. Employee Representative – Jamie Houser

AGREEMENT BETWEEN SALINE COUNTY AND SALINE COUNTY YOUTH DIVERSION TO IMPLEMENT THE SCHOOL INTERVENTION WORKER(S).

This agreement is between Saline County, Syerra Watson and Crete Public Schools (CPS), to implement the School Intervention Worker(s) SIW(s). Saline County agrees to serve as fiscal agent for the School Intervention Worker funded by the Nebraska Crime Commission through the Community-Based Juvenile Services Aid grant as follows:

Program Design: Crete Public Schools (CPS) is responsible to supervise the School Intervention Worker(s) (SIW), and the SIW(s) will work with Saline County Juvenile Diversion and CPS staff to refer youths to the Program. Eligible youths will have the capacity to improve academic success and reduce truancy with a limited amount of support and supervision to sustain accountability. The SIW(s) will act as liaisons between the school, family, Saline County Juvenile Diversion and other community service providers involved with the student.

The School Intervention Worker(s) will

- 1) Identify and coordinate behavioral or academic intervention by clearly identifying the problem.
- 2) Selecting a strategy to address the problem.
- 3) Measuring the effectiveness of the strategy.
- 4) The intervention can include other supports within the school or community.

The School Intervention Program will provide service delivery and family involvement for

- 1) Delivering direct services with a family-centered, strength-based, needs driven and individually-based approach;
- 2) Assisting the youths and family to achieve goals as defined by Saline County Diversion or CPS.
- 3) Assessing the youths' support systems, building on identified strengths and facilitating involvement in school, family and community activities; and
- 4) Helping the family to identify long-term support systems and connect youths with those systems.

The referral process, a process for removal from the program and for discharge planning upon program completion will be jointly agreed upon by CPS and Saline County Juvenile Diversion.

Training for the School Intervention Worker(s) may be available through the Saline County Juvenile Diversion Program, local agencies and CPS.

Program Oversight/Grant Management: The School Intervention Worker(s) position will be a contract position. Grant management will be provided by Saline County serving as the fiscal agent for the Community-Based Juvenile Services Aid grant.

Saline County Juvenile Diversion and CPS will work together to establish screening, referral and evaluation processes for this project. An interview team from CPS and Saline County Juvenile Diversion will interview and make recommendations for hiring the SIW(s).

This agreement shall commence January 15th, 2020, and renew annually unless terminated or modified. The requesting agency shall provide written notice of termination or need for modification not less than 60 days prior to the date of termination/modifications.

Date: _____

Chairman, Saline County Board of Commissioners

ATTEST: _____

Date: _____

Syerra Watson

ATTEST: _____

Date: _____

Crete Public Schools

ATTEST: _____

**CRETE COMMUNITY BUILDING
INTERLOCAL AGREEMENT
BETWEEN
CITY OF CRETE, NEBRASKA
AND
SALINE COUNTY, NEBRASKA**

This Agreement made by and between the City of Crete, Nebraska, a body corporate and politic, hereinafter referred to as “City” and the County of Saline, Nebraska, a body corporate and politic, hereinafter referred to as “Saline County.”

WITNESSETH:

WHEREAS, the Interlocal Cooperative Act, Neb. Rev. Stat. §13-801 to 13-827, permits local governmental units to make the most efficient use of their powers to enable them to cooperate with other governmental units in an effort to provide services and facilities in a manner that will accord with the needs of their local communities; and

WHEREAS, the parties hereto find this agreement to be in the best interests of their respective entities; and

WHEREAS, it is deemed sound, desirable, and beneficial for the parties to this agreement to provide for a community building which will provide a public storm shelter and library to the residents of Saline County.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, the parties agree as follows:

1. The term of this agreement shall be for a period of twelve months commencing on the 1st day of September 2016, unless sooner terminated as provided herein, and shall automatically be extended for successive terms of one year unless either party gives written

notice of non-renewal to the other party not less than 90 days prior to the commencement of the next succeeding term.

2. The purpose of this cooperative agreement shall be to create an Administrative Committee relating to the cooperative use of public buildings and for the long-term development of unified governance of public infrastructure projects including the cooperative use of the City of Crete's community building and storm shelter.

3. The Parties shall form an Administrative Committee ("Committee"). The Committee, working with the City Administrator of the City of Crete, shall be responsible for gathering feedback related to the operations of the storm shelter in the Community Building and making recommendations to the City Administrator of the City of Crete related to such operations. The Committee shall also be responsible for acting in an advisory capacity to the City Administrator of the City of Crete in matters of administration and oversight of this Agreement and the cooperative undertaking set forth herein. Meetings of the Committee shall be held at least annually, unless otherwise agreed by its members. The Committee members shall be selected as follows: The Mayor of the City of Crete shall appoint one council member, one City official and two at-large community members; the Chair of the County Board shall appoint one county commissioner (which may be the Chair), one County official and one at-large community member. All representatives shall serve at the pleasure of the appointing official, and the appointing official shall fill any vacancies in its appointments. The Crete City Administrator shall serve as an ex-officio non-voting member of the Committee (unless appointed by the Mayor to fill the City official position on the Committee) and will serve as the Committee's Chairperson. At least four (4) committee members, including at least one (1) Committee member appointed or representing each party to this Agreement, must be present at a meeting to

constitute a quorum of the Committee to transact business. The affirmative votes of a majority of those present at a meeting at which a quorum is present shall be required for the Committee to act.

The Committee, for purposes of Neb. Rev. Stat. §77-27,142(3), shall be a separate administrative entity relating to public infrastructure projects, as defined in Neb. Rev. Stat. §77-27,142(2), including without limitation the joint use of buildings and capital or other equipment used in the operation of municipal government or to provide municipal services, specifically including storm shelters. Said Committee shall be created and come into existence effective September 1, 2016 or on such other date as agreed by the chief administrative officials of the parties. The Committee shall be responsible for assessing and making recommendations for long term development of unified governance of said public infrastructure projects with respect to the parties, and at least every five years after this Agreement is entered the Committee shall review performance of such projects, including without limitation usage, operating costs, and efficiencies as compared with historical usage of such projects, specifically including storm shelters, in addition to any other benchmarks periodically established by the Committee or the Nebraska Legislature.

4. There shall be a joint budget established for this cooperative undertaking. Each respective government entity shall pass and adopt a budget as necessary for the funding of their respective obligations contained herein and for the funding of their obligations pursuant to Nebraska law.

5. There shall be no real or personal property jointly acquired or held as a part of this agreement.

6. Each government entity shall supply the offices, personnel, supplies and equipment necessary to fulfill its responsibility and to insure those services are available in their respective communities in the event they are needed.

7. The consideration for this agreement shall be the exchange of services provided by each of the respective government entities, and any other reasonable consideration the respective government entities agree upon.

8. All revenues generated by the additional one-half percent (1/2%) sales and use tax shall be used to pay the costs to construct, acquire, improve, furnish, and equip public infrastructure projects within the City of Crete, which shall include a community building containing a storm shelter and library with a related park and playground.

9. No assignment of this contract shall be made by any party without the written consent of all parties.

10. This agreement shall be amended solely by written agreement of all the parties to the agreement at the time of the amendment. This agreement contains the entire agreement between the parties to be governed by the laws of the State of Nebraska.

11. It is understood that this interlocal agreement can be reviewed and revised as necessary on an annual basis.

12. Each party to this agreement shall retain control of its separate property during activities conducted pursuant to this agreement. Any joint property acquired shall be distributed amongst the parties upon the termination of this agreement in proportion to their contributions for said property.

13. Severability. If any provision of this agreement is deemed illegal or void, the remainder of this agreement shall not be affected.

14. The parties to this agreement agree to comply with the OMB Circular A-102, uniform administrative requirements for grants and cooperative agreements to state and local governments.

15. The parties further agree to maintain a system of personnel administration in conformance with the standard prescribed by the office of personnel management. Re: 5 CFR, Part 900, Subpart F "OPM Standards for a Merit System of Personnel Administration."

16. This agreement shall take effect on the 1st day of September, 2016.

IN WITNESS WHEREOF, in witness of this agreement and in consideration of the mutual covenants set forth herein, the parties pledge their cooperation as necessary for the discharge of this agreement.

Executed this 2nd day of August, 2016.



[Signature]
Roger Foster
Mayor of Crete, Nebraska

Attest: [Signature]
Jerry Wilcox, Crete City Clerk

Executed this 26th day of July, 2016.

[Signature]
Marvin Kohout, Chairman
Saline County Board of Commissioners

Attest: [Signature]
Daryl Fikar, Saline County Clerk



Dated: 7-26-2016
Approved as to Form: [Signature]

Joseph E. Dalton, #20880
Crete Assistant City Attorney
322 S. 14th Street, Ste. #2
Seward, NE 68434

Dated: 07/26/16
Approved as to Form:

Tad Eickman
Tad Eickman, #15655
Saline County Attorney
P.O. Box 713
Wilber, NE 6465

Submitted to Council



EXHIBIT 'A'

ACORD™ CERTIFICATE OF LIABILITY INSURANCE	DATE (MM/DD/YY) 11/16/2017
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PRODUCER BROKERS AGENCY INC 3325 A ST LINCOLN NE 68510 402-434-0480	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. INSURERS AFFORDING COVERAGE
INSURED BERGGREN ARCHITECTS 1201 'O' STREET, SUITE 302 LINCOLN, NE 68508	INSURER A: ALLIED INSURER B: INSURER C: INSURER D: INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS												
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	ACP7224495637	08/23/08	08/23/18	EACH OCCURRENCE \$ 2,000,000 FIRE DAMAGE (Any one fire) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000												
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	ACP722495637	08/23/08	08/23/18	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$												
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$												
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$												
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	ACP7224495637	08/23/08	08/23/18	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; text-align: center;">WC STATU-TORY LIMITS</td> <td style="width: 10%; text-align: center;">OTH-ER</td> <td style="width: 80%;"></td> </tr> <tr> <td colspan="2">E.L. EACH ACCIDENT</td> <td style="text-align: right;">\$ 100,000</td> </tr> <tr> <td colspan="2">E.L. DISEASE - EA EMPLOYEE</td> <td style="text-align: right;">\$ 100,000</td> </tr> <tr> <td colspan="2">E.L. DISEASE - POLICY LIMIT</td> <td style="text-align: right;">\$ 500,000</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER		E.L. EACH ACCIDENT		\$ 100,000	E.L. DISEASE - EA EMPLOYEE		\$ 100,000	E.L. DISEASE - POLICY LIMIT		\$ 500,000
	WC STATU-TORY LIMITS	OTH-ER															
	E.L. EACH ACCIDENT		\$ 100,000														
E.L. DISEASE - EA EMPLOYEE		\$ 100,000															
E.L. DISEASE - POLICY LIMIT		\$ 500,000															
OTHER																	
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS																	

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
WAYNE COUNTY JB@BERGGRENARCHITECTS.COM		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE



EXHIBIT 'B'

BERGG-1

OP ID: MAPE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/15/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McCashland Kirby Ins Agency 8231 Northwoods Dr, Ste A Lincoln, NE 68505 Maja Peci		402-466-2800	CONTACT NAME: Maja Peci PHONE (A/C, No, Ext): 402-466-2800 E-MAIL ADDRESS: maja@mckinsure.com FAX (A/C, No): 402-466-3229
INSURED Berggren Architects 1201 "O" Street, Ste 302 Lincoln, NE 68508		INSURER(S) AFFORDING COVERAGE INSURER A : CNA INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

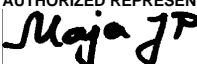
COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab.			SFH113801177	10/14/2017	10/14/2018	Per Claim 1,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Wayne County 510 Pearl St. Wayne, NE 68787	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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September 13, 2017

**Berggren Architects
2017 Rates**

Professional Services:

<u>Personnel</u>	<u>Rate</u>
Principal	\$ 165/hour
Preservation Architect	\$ 150/hour
Senior Architect	\$ 130/hour
Staff Architect	\$ 115/hour
Project Manager	\$ 110/hour
Interior Designer	\$ 105/hour
Historian	\$ 95/hour
Intern Architect (CAD Drafter)	\$ 75/hour
Clerical	\$ 45/hour

Reimbursable Expenses:

Personnel time recorded as “travel time” in the interest of a specific project will be billed to that project at one-half full value and charged as a reimbursable expense. Whenever possible it is the policy of Berggren Architects to combine trips so as to share travel expenses between multiple projects.

Mileage via personal vehicle Federal Mileage Allowance

Out of Pocket Expenses Actual Cost + 20%

Consultant Service Actual Cost + 10%

In house Copies

8.5” x 11” B/W	\$0.25/sheet
8.5” x 11” Color	\$0.50/sheet
11” x 17” B/W	\$2.00/sheet
11” x 17” Color	\$4.00/sheet
18” x 24” B/W	\$5.00/sheet
18” x 24” Color	\$10.00/sheet
24” x 36” B/W	\$7.50/sheet
24” x 36” Color	\$15.00/sheet
Computer Disks	\$2.50 each
Computer Disks Archival (Gold)	\$20.00 each

Whenever multiple copies of individual documents are required, it is the policy of Berggren Architects to have that printing accomplished by a professional printing company.



AIA[®] Document B101[™] – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the January day of 21 in the year 2020
(In words, indicate day, month and year.)

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

Saline County, A Political Subdivision
c/o Daryl Fikar, Saline County Clerk
P. O. Box 865
Wilber, NE 68465

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

Berggren Architects
1201 "O" Street, Suite 302
Lincoln, NE 68508

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

Saline County Courthouse - Masonry Restoration
204 S. High Street
Wilber, Nebraska 68465
Restore mortar joints on the exterior of the original courthouse and original jail buildings.
Repair flaws in individual stones as they are discovered.

The Owner and Architect agree as follows.

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

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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.)*

N/A

§ 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.)*

All masonry surfaces shall be reviewed and re-pointed or repaired as needed

§ 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.)*

To be determined

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

- .1 Design phase milestone dates, if any:

Project to be bid in the Spring of 2020

.2 Construction commencement date:

To be determined

.3 Substantial Completion date or dates:

To be determined

.4 Other milestone dates:

N.A.

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

The project is intended to be competitively bid.

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

N.A.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner’s Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Mr. Tim McDermott
204 S. High Street
Wilber, Nebraska 68465

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

N. A.

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

.1 Geotechnical Engineer:

N.A.

.2 Civil Engineer:

N.A.

.3—Other, if any:

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

N.A.

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Jerry Berggren
Berggren Architects
1201 "O" Street, Suite 302
Lincoln, NE 68508

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

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

N.A.

.2 Mechanical Engineer:

N.A.

.3 Electrical Engineer:

N.A.

§ 1.1.11.2 Consultants retained under Supplemental Services:

Mortar Conservator
Nigel Copsey
Thorton-le-Dale

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

N.A.

§ 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 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. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect 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.

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

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

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

§ 2.5 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.

§ 2.5.1 Commercial General Liability with policy limits of not less than SEE EXHIBIT "A" (\$ N.A.) for each occurrence and SEE EXHIBIT "A" (\$ N.A.) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than SEE EXHIBIT "A" (\$ N. A.) per accident 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.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such

primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than **SEE EXHIBIT 'A'** (\$ **N.A.**) each accident, **SEE EXHIBIT 'A'** (\$ **N.A.**) each employee, and **SEE EXHIBIT 'A'** (\$ **N.A.**) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than **SEE EXHIBIT 'B'** (\$ **N.A.**) per claim and **SEE EXHIBIT 'B'** (\$ **N.A.**) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability 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.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

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

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

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

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

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

§ 3.2 Schematic Design Phase Services

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

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

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

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

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

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

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

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

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

§ 3.3 Design Development Phase Services

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

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

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

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the

further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

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

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

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

§ 3.5 Procurement Phase Services

§ 3.5.1 General

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

§ 3.5.2 Competitive Bidding

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

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

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

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

§ 3.5.3 Negotiated Proposals

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

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

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

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

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

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

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

§ 3.6.2 Evaluations of the Work

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

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

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

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

§ 3.6.3 Certificates for Payment to Contractor

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

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

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

§ 3.6.4 Submittals

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

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

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. 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.

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

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

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner’s approval and execution in accordance with the Contract Documents.

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

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

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

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

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

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

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed 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.

(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 Programming	<u>Not Provided</u>
§ 4.1.1.2 Multiple preliminary designs	<u>Not Provided</u>
§ 4.1.1.3 Measured drawings	<u>Not Provided</u>
§ 4.1.1.4 Existing facilities surveys	<u>Not Provided</u>
§ 4.1.1.5 Site evaluation and planning	<u>Not Provided</u>

§ 4.1.1.6 Building Information Model management responsibilities	<u>Not Provided</u>
§ 4.1.1.7 Development of Building Information Models for post construction use	<u>Not Provided</u>
§ 4.1.1.8 Civil engineering	<u>Not Provided</u>
§ 4.1.1.9 Landscape design	<u>Not Provided</u>
§ 4.1.1.10 Architectural interior design	<u>Not Provided</u>
§ 4.1.1.11 Value analysis	<u>Not Provided</u>
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	<u>Not Provided</u>
§ 4.1.1.13 On-site project representation	<u>Not Provided</u>
§ 4.1.1.14 Conformed documents for construction	<u>Not Provided</u>
§ 4.1.1.15 As-designed record drawings	<u>Not Provided</u>
§ 4.1.1.16 As-constructed record drawings	<u>Not Provided</u>
§ 4.1.1.17 Post-occupancy evaluation	<u>Not Provided</u>
§ 4.1.1.18 Facility support services	<u>Not Provided</u>
§ 4.1.1.19 Tenant-related services	<u>Not Provided</u>
§ 4.1.1.20 Architect's coordination of the Owner's consultants	<u>Not Provided</u>
§ 4.1.1.21 Telecommunications/data design	<u>Not Provided</u>
§ 4.1.1.22 Security evaluation and planning	<u>Not Provided</u>
§ 4.1.1.23 Commissioning	<u>Not Provided</u>
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	<u>Not Provided</u>
§ 4.1.1.25 Fast-track design services	<u>Not Provided</u>
§ 4.1.1.26 Multiple bid packages	<u>Not Provided</u>
§ 4.1.1.27 Historic preservation	<u>Not Provided</u>
§ 4.1.1.28 Furniture, furnishings, and equipment design	<u>Not Provided</u>
§ 4.1.1.29 Other services provided by specialty Consultants	<u>Not Provided</u>
§ 4.1.1.30 <u>Other Supplemental Services</u> <u>Construction observation services beyond substantial completion date established by the contractor on the bid proposal form</u>	<u>Architect</u>

§ 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.)

Construction observation services shall include all costs associated with construction observation services including, but not limited to, cost of travel, meals, personnel costs both in the field and in-office expenses in support of the observation service

§ 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.)

N.A.

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

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

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

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

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

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

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

- .2 Visits approximately one per month, or as needed based on the progress of the work (12) visits to the site by the Architect during construction
- .3 One (1) 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 One (1) 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 twelve (12) 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.

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

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

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

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

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

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

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

§ 5.8 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.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

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

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

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

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

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

ARTICLE 6 COST OF THE WORK

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

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

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

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

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

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

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

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

ARTICLE 7 COPYRIGHTS AND LICENSES

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

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In 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.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and 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.

§ 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 contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 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.

§ 8.2.3 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.

§ 8.2.4 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.

§ 8.3 Arbitration

§ 8.3.1 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.

§ 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.

§ 8.3.2 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).

§ 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.

§ 8.4 The provisions 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.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If 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.

§ 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.

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

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

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

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

.1 Termination Fee:

\$5,000.00

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

Licensing fee shall equal the full anticipated fee stated in this agreement

§ 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.

§ 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.

§ 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. 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.

§ 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.

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)

■ () % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

Ten (10%) of the value of the work as determined by the lowest responsive bid or, if not bid, the most recent estimate of construction cost as prepared by the architect.

§ 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.)

See exhibit "C"

§ 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.)

See exhibit "C"

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus twenty percent (20 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 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	<u>Ten</u>	percent (<u>10</u>	%)
Design Development Phase	<u>Fifteen</u>	percent (<u>15</u>	%)
Construction Documents Phase	<u>Twentyfive</u>	percent (<u>25</u>	%)
Procurement Phase	<u>Ten</u>	percent (<u>10</u>	%)
Construction Phase	<u>Forty</u>	percent (<u>40</u>	%)
Total Basic Compensation	one hundred	percent (100	%)

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

§ 11.6.1 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.)

Exhibit "C"

Employee or Category	Rate (\$0.00)
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§ 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 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;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus twenty percent (20 %) of the expenses incurred.

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

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

N.A.

§ 11.10 **Payments to the Architect**

§ 11.10.1 **Initial Payments**

§ 11.10.1.1 An initial payment of Zero (\$ 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.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of Zero (\$ 0) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 **Progress Payments**

§ 11.10.2.1 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 Forty-five (45) 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.)

Eighteen % 18

§ 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.

§ 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.)

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 B101™–2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(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 E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

- EXHIBIT "A" - General Liability Insurance Certificate
- EXHIBIT "B" - Professional Liability Insurance Certificate
- EXHIBIT "C" - Current Hourly Rates

- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

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

OWNER (Signature)
Marvin Kohout, Chairman, Saline County Board of Commissioners
(Printed name and title)

ARCHITECT (Signature)
Jerry L. Berggren, Principal, Berggren Architects.
(Printed name, title, and license number, if required)

PROFESSIONAL SERVICES AGREEMENT

PRELIMINARY ENGINEERING SUPPL. #1

BETWEEN

SALINE COUNTY, NEBRASKA

AND

JEO CONSULTING GROUP, INC.

Create New

Project No. 7076(25)

Control No. 13402

RESOLUTION

SIGNING OF PRELIMINARY ENGINEERING AGREEMENT – BK1923-001

Saline County

Resolution No. _____

Whereas: Saline County is developing a transportation project for which it intends to obtain Federal funds;

Whereas: Saline County as a sub-recipient of Federal-Aid funding is charged with the responsibility of expending said funds in accordance with Federal, State and local laws, rules, regulations, policies and guidelines applicable to the funding of the Federal-aid project;

Whereas: Saline County and JEO Consulting Group, Inc., wish to enter into a Professional Services Agreement to provide environmental services for the Federal-aid project.

Be It Resolved: by the Board of Commissioners of Saline County that:

Marvin Kohout, Chair of the Saline County Board of Commissioners, is hereby authorized to sign the attached construction engineering services agreement between Saline County, Nebraska and JEO Consulting Group, Inc.

NDOR Project Number: BRO-7076(25)

NDOR Control Number: 13402

NDOR Project Description: Crete NW

Adopted this _____ day of _____, 20__ at _____ Nebraska.
(Month)

The Board of Commissioners of Saline County, Nebraska

Board/Council Member _____
Moved the adoption of said resolution
Member _____
Roll Call: _____ Yes _____ No _____ Abstained _____ Absent _____
Resolution adopted, signed and billed as adopted

Attest:

Signature County Clerk

**SALINE COUNTY
REQUEST TO OCCUPY COUNTY RIGHT-OF-WAY**

Black Hills Energy, hereinafter referred to as owner, requests to construct/bury Gas Line occupying the Right-of-Way of the Saline County Public Road System at (legal description):

Excavate gas main to make repairs in Saline County ROW. Approx 660' S of County Rd H and in ditch on East side Co Rd 2250

Approx 755' N of S line of Sec 3 T7N-R4E and approx 2390' W of the E line Sec 3 T7N-R4E

Construction on Gravel Roads **MUST** be Tunneled/ Bored
Trenching on dirt roads optional by pre-approval only

(Please indicate one) : Trenching X (pre-approved by Highway Superintendent)
Tunneled/Bored

Owner proposes to place and maintain the aforesaid construction on Saline County Public Right-of-Way at owner's expense and hereby absolves Saline County, its officials and employees from any liability from the placing and maintaining of said construction.

The owner will cooperate fully with the officials of Saline County and will keep them fully and immediately informed of all construction or maintenance work required on Saline County public Right-of-Way. The surface of the road will be restored to the same condition as it was prior to the work and such restoration will be accomplished to the reasonable satisfaction of the Saline County officials.

Person to be contacted, prior to construction, is the County Highway Superintendent, Courthouse, second floor, phone (402) 821-2737. Each location to be inspected by Saline County when permit is submitted and upon project completion. Saline County will determine if any labor or gravel will be required to restore the surface of the road or County Right-of-Way to the same condition as it was prior to the project. If determined necessary, the work shall be performed and gravel supplied by the owner.

Attach a sketch or map indicating approximate location to or from an easily recognized landmark.

Date 1/27/2020



Signature of "Owner"

Phone 402-858-3609

Ashley Erhart - Black Hills Energy
1731 Windhoek Dr., PO Box 63008
Lincoln, Ne 68501

(complete mailing address)

At the option of the County Board of Commissioners, the owner shall furnish a Surety Bond for an amount specified by the Board. The form of the bond shall be acceptable to the Saline County Board.

Surety Bond Required: YES NO Amount

COMMENTS: (County only) I recommend that this permit be granted subject to
_____ agreeing to return the damaged area to its original condition.

THIS PERMIT SUBJECT TO REQUIREMENTS LISTED ON ATTACHED SHEET

Date _____

Signature - Highway Superintendent

We hereby grant _____ permission to occupy the County Right-of-Way at the location indicated and according to the procedure and conditions described in this document.

Date _____

Signature - Chairman of County Board

SALINE COUNTY

REQUIREMENTS

(Bore or Bury Gas Line)

1. The gas line will be placed at a MINIMUM depth of six (6) feet BELOW roadway ditch grade.
2. Saline County will be notified no less than 48 hours in advance of any construction.

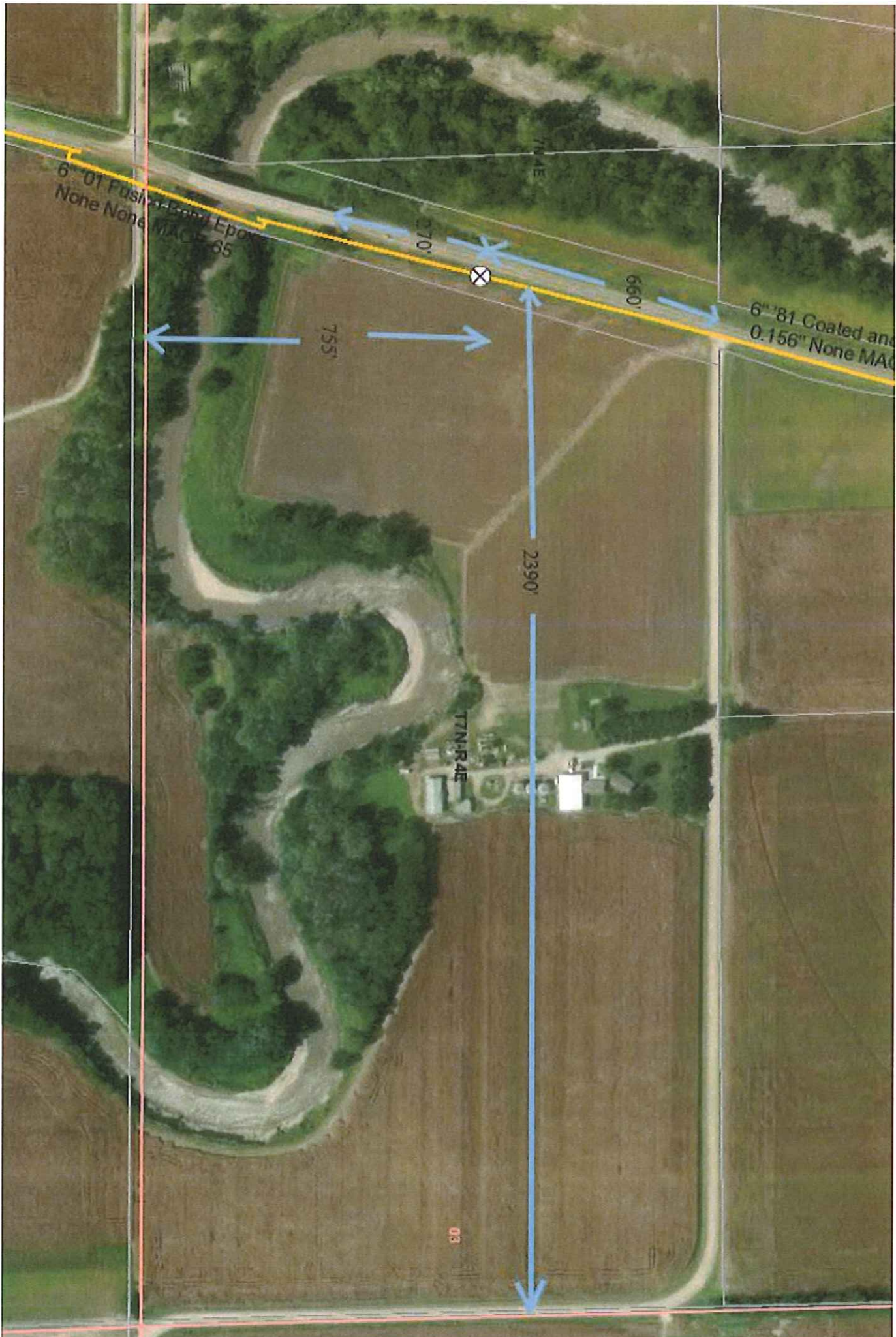
CALL: Bruce Filipi (402) 821-2737 (Hwy. Supt. Office)
826-9394 (Cell)

3. The applicant, _____ will adequately sign the location of the gas line at frequent intervals and at all culvert locations to insure that the applicant _____ will be notified before any future excavation by county forces.
4. The applicant, _____ will be required to relocate the gas line at their own expense, if necessary, for any future roadway construction.

5 & 6 Apply to trenching operations only (Dirt Roads)

5. The applicant, Black Hills Energy will be responsible for obtaining adequate compaction of backfill for all trench cuts. Backfill will be placed in successive horizontal layers not exceeding six (6) inches, and properly compacted.
6. All waste material from the trenching operation will be evenly distributed over the ditch side slopes or back slopes. All roadway side slopes, ditches or back slopes disturbed by the trenching operation will be reseeded with a mixture of grass seed as recommended by the Nebraska Game & Parks Commission for seeding county roadways

Applicant:  _____
Signature
1731 Wndoeck Dr
PO Box 83008
Lincoln, Ne 68501
Address _____
Phone # 402-858-3609 _____
Date: 1/27/2020 _____



January 28,2020

SALINE COUNTY

SURPLUS PROPERTY

I am requesting that the following items be declared Surplus Property

2009 Ford Crown Victoria 4-Door Sedan VIN # 2FAHP71V69X140169

2010 Ford Crown Victoria 4-Door Sedan VIN # 2FABP7BV5AX137952

2011 Ford Crown Victoria 4-Door Sedan VIN # 2FABP7BVXBX122672

Respectfully,

Bruce H. Filipi
Hwy. Superintendent

FIRST AMENDMENT TO COUNTY ROADS AGREEMENT

This FIRST AMENDMENT to that certain COUNTY ROADS AGREEMENT dated and effective as of October 1, 2019 (hereinafter “**First Amendment**”), is made and entered into this 4th day of February, 2020 (the “**Effective Date**”), by and between MILLIGAN 1 WIND LLC, a Delaware limited liability company (“**Milligan**”) and SALINE COUNTY, NEBRASKA, a political subdivision of the State of Nebraska (“**County**”). Collectively, Milligan and County are referred to herein as the “**Parties**”.

RECITALS

A. Milligan and County entered into that certain County Roads Agreement dated October 1, 2019 (the “**Agreement**”).

B. Milligan and County desire to amend Exhibit A to the Agreement.

FIRST AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements in this Agreement, and other good and valuable consideration, the receipt and adequacy of which the Parties hereby acknowledge and accept, and subject to the terms and conditions set forth herein, Milligan and County hereby agree as follows:

- 1. Exhibit A. Exhibit A to this First Amendment shall supplement Exhibit A to the Agreement and shall hereafter be part of the operative Exhibit A to the Agreement.

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the Effective Date.

“MILLIGAN”

MILLIGAN 1 WIND LLC, a Delaware limited liability company

By: _____
Name: _____
Its: _____

“COUNTY”

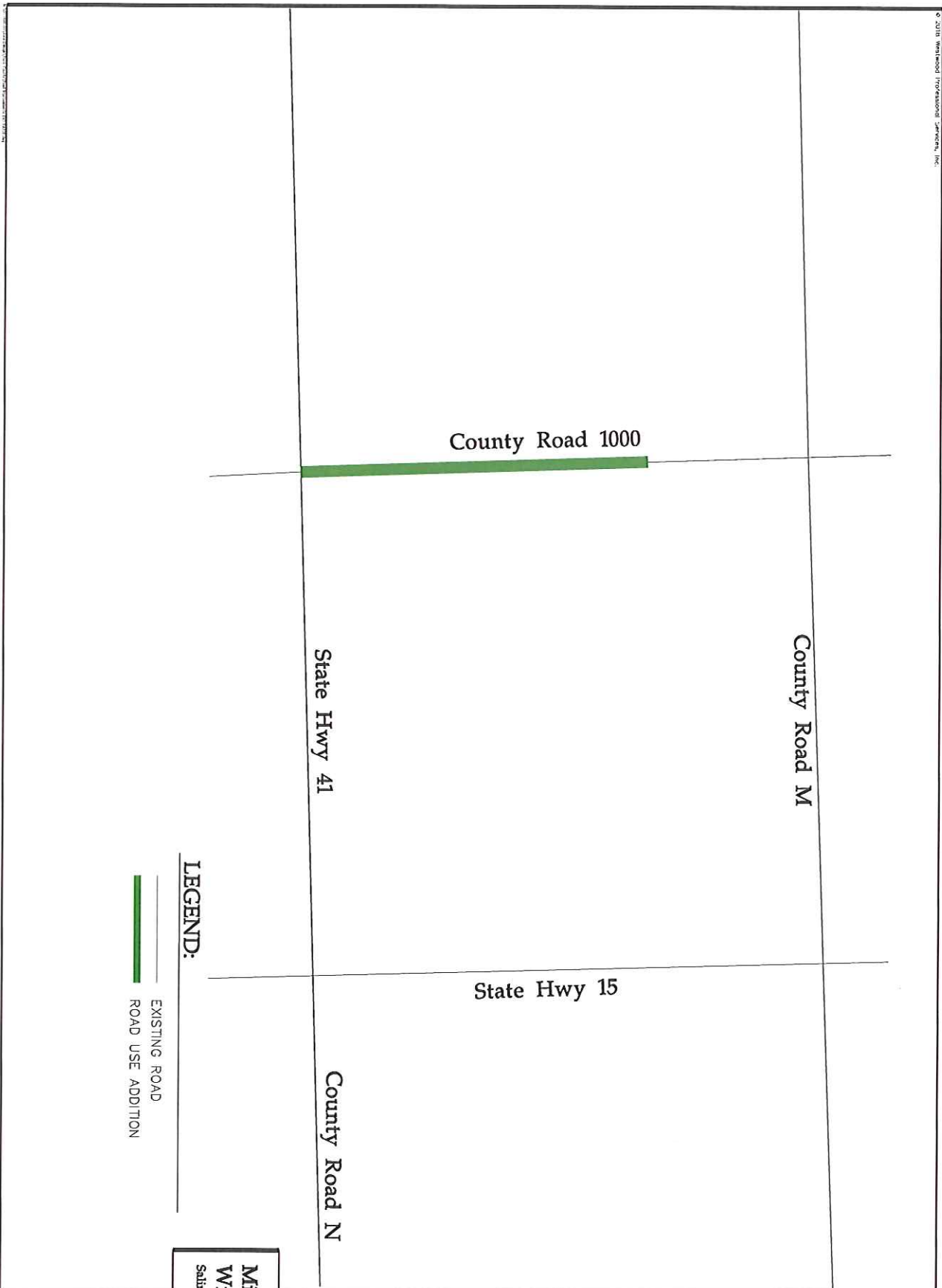
SALINE COUNTY, NEBRASKA, a Nebraska political subdivision

By: _____
Name: Marvin A. Kohout
Its: County Board Chairman

ATTEST:

Daryl I. Fikar, County Clerk

EXHIBIT A



LEGEND:

-  EXISTING ROAD
-  ROAD USE ADDITION

**Milligan I
Wind Project**
Saline County, Nebraska

County Road 1000
Exhibit

NOT FOR CONSTRUCTION

Date: 07/30/2020
Sheet: 1 of 1

Westwood
Professional Services, Inc.
15000 Westwood Drive
Suite 200
Westwood, Nebraska 68388
Tel: 402.633.8200
Fax: 402.633.8201
www.westwoodprofessionals.com

Designed	TS
Checked	MA
Drawn	TS
Special Details/Notes	
Project No.	180300001
Project Name	MILLIGAN I WIND PROJECT
Issue No.	1
Issue Date	07/30/2020

Prepared For:
EDF
renewable energy
15440 Innovation Drive
San Diego, CA 92128

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1/30/20
14:34:39

SALINE
BOARD PREAPPROVAL REPORT
GENERAL
FROM 02/14/2020 TO 02/14/2020

Account #	Description	Account Amt	Vendor	Invoice Description	Claim #
218-00	PAYROLL DEDUCTION				
11-0-0000	ASSIGN OF WAGES	180.14	GENERAL COLLECTION CO	GARNISHMENT C22 CI 17 159	20020012

	218-00 PAYROLL DEDUCTION	180.14			

603-00	TREASURER				
00-2-2000	PRINTING AND PUBLISHING	94.50	FIRST STATE BANK	ACCT 770939 ACCT 722462	20020010
00-3-0101	OFFICE SUPPLIES	365.73	EAKES OFFICE PLUS	INV 7941721-0 INV 7941975-	20020009
00-3-0101	OFFICE SUPPLIES	23.99	QUILL CORPORATION	INV 4196129	20020025

	603-00 TREASURER	484.22			

622-00	COUNTY COURT SYSTEM-JUDGE				
00-3-0101	OFFICE SUPPLIES	150.28	BLUE 360 MEDIA LLC	19121102273 19121102274	20020004
00-3-0101	OFFICE SUPPLIES	42.99	EAKES OFFICE PLUS	INV 7941721-0 INV 7941975-	20020009
00-3-0101	OFFICE SUPPLIES	252.86	FIRST STATE BANK	ACCT 770939 ACCT 722462	20020010
00-4-0200	EQUIPMENT RENTAL - OFFICE	122.00	CAPITAL BUSINESS SYSTEMS	INV 26336182	20020005

	622-00 COUNTY COURT SYSTEM-JUDGE	568.13			

631-00	CLERK OF DIST. COURT CHILD SUPPORT				
00-3-0101	OFFICE SUPPLIES	169.99	EAKES OFFICE PLUS	INV 7941721-0 INV 7941975-	20020009

	631-00 CLERK OF DIST. COURT CHILD SUPPORT	169.99			

641-00	BUILDING & GROUNDS (COURT HOUSE)				
00-2-0200	7 COMMUNICATIONS SERVICES	1,838.93	VERIZON WIRELESS	INV 9846689657 INV 98460522	20020041
00-2-0200	7 COMMUNICATIONS SERVICES	204.95	ZITO MEDIA	178-329154	20020046
00-2-0503	HEATING/FUELS	1,108.15	BLACK HILLS ENERGY	5825 0639 22	20020003
00-2-1704	MILEAGE ALLOWANCE	12.65	DAN JOHNSON	MILEAGE	20020016
00-2-4100	LAWN CARE	143.92	SCHWARZ PAPER COMPANY	INV 419076	20020033
00-2-9900	MISCELLANEOUS	60.07	SACK LUMBER COMPANY	2001-128389 2001-127686 200	20020027
00-2-9900	7 MISCELLANEOUS	44.99	VERIZON WIRELESS	INV 9846689657 INV 98460522	20020041
00-3-0119	BUILDING SUPPLIES	18.85	DOLLAR GENERAL CHARGE SAL	ACCT 899593338	20020008
00-3-0119	BUILDING SUPPLIES	470.57	SCHWARZ PAPER COMPANY	INV 419076	20020033
00-5-0319	JANITORIAL EQUIPMENT	159.99	CRETE ACE HARDWARE #82123	TRAN A562029	20020006

	641-00 BUILDING & GROUNDS (COURT HOUSE)	4,063.07			

651-00	SHERIFF				
00-1-1100	UNIFORM ALLOWANCE	557.16	GALLS LLC	INV 014734886 INV 01437335	20020011

SALINE
BOARD PREAPPROVAL REPORT
GENERAL
FROM 02/14/2020 TO 02/14/2020

Account #	Description	Account Amt	Vendor	Invoice Description	Claim #
00-1-1100	UNIFORM ALLOWANCE	191.81	MATTHEW J JONAS	REIMB-LAPG	20020017
00-1-1100	UNIFORM ALLOWANCE	131.91	VISA	ACCT 9495	20020043
00-2-1700	TRAVEL EXPENSES	76.87	VISA	ACCT 3940	20020042
00-2-1801	DUES, SUB, REG, & TRAINING	200.00	SALINE COUNTY MUTUAL AID	2020 DUES	20020030
00-2-9900	MISCELLANEOUS	10.00	VISA	ACCT 9495	20020043
00-3-0209	FUEL	1,567.13	SAPP BROS PETROLEUM INC	INV 22933851 INV 22942289	20020031
00-3-0209	FUEL	27.19	VISA	ACCT 3940	20020042
00-3-0212	EQUIPMENT REPAIRS-COMMERCIAL	277.67	SID DILLON	INV 31451 8FR	20020034
00-3-0212	7 EQUIPMENT REPAIRS-COMMERCIAL	12.15	41 AUTO PARTS	INV 027795 INV 027793	20020047

	651-00 SHERIFF	3,051.89	*****		

652-00 ATTORNEY					
00-3-0101	7 OFFICE SUPPLIES	29.99	VERIZON WIRELESS	INV 9846689657 INV 98460522	20020041
00-5-0500	OFFICE EQUIPMENT	370.75	GREATAMERICA FINANCIAL SV	INV 26341977	20020013

	652-00 ATTORNEY	400.74	*****		

662-00 ATTORNEY-CHILD SUPPORT					
00-3-0101	OFFICE SUPPLIES	26.99	EAKES OFFICE PLUS	INV 7941721-0 INV 7941975-	20020009

	662-00 ATTORNEY-CHILD SUPPORT	26.99	*****		

671-00 JAIL					
00-1-1100	UNIFORM ALLOWANCE	182.98	GALLS LLC	INV 014734886 INV 01437335	20020011
00-2-0609	7 MAINTENANCE CONTRACTS/REPAIRS	749.50	SOARIN GROUP LLC	INV-6077	20020035
00-2-1200	OFFICE EQUIPMENT REPAIR	92.32	US BANK EQUIPMENT FINANCE	INV 405433665	20020040
00-2-1801	DUES, SUB, REG, & TRAINING	150.28	BLUE 360 MEDIA LLC	19121102273 19121102274	20020004
00-2-1900	BOARD OF PRISONERS-MEALS	8,026.18	SUMMIT FOOD SERVICE LLC	INV2000068955 INV200006949	20020038
00-2-3000	6 MEDICAL SERVICES	597.30	CRETE AREA MEDICAL CENTER	1/16 SVCS 459512500 4604071	20020007
00-2-3000	6 MEDICAL SERVICES	830.00	JAMES JIROVEC DDS	TOWNSEND	20020015
00-2-3000	6 MEDICAL SERVICES	52.95	PHYSICIAN NETWORK, THE	P203910280	20020023
00-2-9900	MISCELLANEOUS	15.09	SACK LUMBER COMPANY	2001-128389 2001-127686 200	20020027
00-3-0101	OFFICE SUPPLIES	139.46	EAKES OFFICE PLUS	INV 7941721-0 INV 7941975-	20020009
00-3-0103	JANITORIAL SUPPLIES	205.95	THE HOME DEPOT PRO	INV 530974450	20020014
00-3-0103	JANITORIAL SUPPLIES	64.21	WALKER UNIFORM RENTAL	INV 1059869	20020044
00-3-0105	MEDICAL SUPPLIES	702.35	BARNAS DRUG INC	ACCT 228--0	20020001
00-3-0209	FUEL	391.78	SAPP BROS PETROLEUM INC	INV 22933851 INV 22942289	20020031

	671-00 JAIL	12,200.35	*****		

693-00 EMERGENCY MANAGEMENT (CIVIL DEF)					
00-2-0500	TOWER ELECTRICITY	283.00	NORRIS PUBLIC POWER	157245000 157245100	20020022

SALINE
BOARD PREAPPROVAL REPORT
GENERAL
FROM 02/14/2020 TO 02/14/2020

Account # 1099 Description Account Amt Vendor Invoice Description Claim #

693-00 EMERGENCY MANAGEMENT (CIVIL DEF)

283.00

803-00 VETERANS SERVICE
00-2-1704 7 MILEAGE ALLOWANCE
00-2-1704 7 MILEAGE ALLOWANCE

27.60 LYLE BARTELS
17.25 ALAN STROUF

MILEAGE
MILEAGE

20020002
20020037

803-00 VETERANS SERVICE

44.85

970-00 MISCELLANEOUS & MISC. COURTS
00-2-1901 BOARD CONTRACTS PRISONERS
00-2-2301 9 DIST COURT JURY FEES
00-2-2412 9 COUNTY COURT ATTORNEY
00-2-2412 9 COUNTY COURT ATTORNEY
00-2-2414 9 JUVENILE ATTORNEY
00-2-2601 DISTRICT COURT COSTS
00-2-2602 6 COUNTY COURT COSTS
00-2-2603 JUVENILE COURT COSTS
00-2-2800 INSTITUTIONAL COSTS
00-2-5871 EMPLOYEE RECOGNITION
00-2-5871 EMPLOYEE RECOGNITION
00-2-9900 MISCELLANEOUS
00-2-9900 6 MISCELLANEOUS
00-2-9901 7 SCHOOL SERVICES

7,678.30 STATE OF NE DEPT CORRECTI INV 1201063
974.00 WHITE LAW OFFICE PC LLO CI 11-21
1,008.00 KALKWARF & SMITH LAW OFFI CR 19 358 JV 20 2
914.40 MICHAEL K KOSMICKI CR 19 339 CR 19 479
135.00 KALKWARF & SMITH LAW OFFI CR 19 358 JV 20 2
33.00 SALINE COUNTY DISTRICT CO CLAIM 1651
215.00 CRETE AREA MEDICAL CENTER 1/16 SVCS 459512500 4604071
19.75 SALINE COUNTY ATTORNEY PE C22 JV20-2 & JV20-3
7,258.00 REGION V SYSTEMS INV 01-0133
75.00 ANTHONY D LYTLE EMPLOYEE RECOG
100.00 KEN UHER EMPLOYEE RECOG
475.00 KUNCL FUNERAL HOME INC. GONZALEZ
2,050.00 PHYSICIANS LABORATORY PC INV 2864461
50.00 GWEN SCHWAB CONTEST COORD DIST SPELLING

20020036
20020045
20020018
20020019
20020018
20020029
20020007
20020028
20020026
20020021
20020039
20020020
20020024
20020032

970-00 MISCELLANEOUS & MISC. COURTS

20,985.45

0100 GENERAL FUND

42,458.82

705-00 BRIDGE/ROAD MAINTENANCE
00-1-1100 UNIFORM ALLOWANCE
00-2-0501 LIGHT
00-2-0502 WATER
00-2-0502 WATER
00-2-0503 HEATING FUELS
00-2-0504 SEWER
00-2-0504 SEWER
00-2-1300 BUILDING REPAIR
00-2-1400 ROAD EQUIPMENT REPAIR PARTS
00-2-1400 ROAD EQUIPMENT REPAIR PARTS
00-2-1400 ROAD EQUIPMENT REPAIR PARTS

49.33 WALKER UNIFORM RENTAL INV 1059869 INV 1058632
68.84 VILLAGE OF DEWITT 16150-3-16150
28.89 VILLAGE OF DEWITT 16150-3-16150
44.80 VILLAGE OF TOBIAS JAN20 UTIL
1,029.74 BLACK HILLS ENERGY 0036 9146 38 8551 6368 77 7
20.00 VILLAGE OF DEWITT 16150-3-16150
12.00 VILLAGE OF TOBIAS JAN20 UTIL
11.48 SCHERBARTH ACE INV J96814
18.98 ORSCHELNS CARD SERVICES ACCT 5617
1,446.96 POWERPLAN INV 1301170 INV 1304541 INV
15.38 RDO TRUCK CENTER CO INV 62078L

20020061
20020059
20020059
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20020060
20020057
20020052
20020054
20020055

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SALINE
BOARD PREAPPROVAL REPORT
ROAD & BRIDGE
FROM 02/14/2020 TO 02/14/2020

Account #	Description	Account Amt	Vendor	Invoice Description	Claim #
00-2-1500	ROAD EQUIPMENT REPAIR-LABOR	1,171.08	POWERPLAN	INV 1301170 INV 1304541 INV	20020054
00-2-1600	OTHER EQUIPMENT REPAIR	1,119.82	ROBIDOUX INC	INV 106223AR	20020056
00-3-0106	7 SHOP SUPPLIES	50.22	BEAVER HARDWARE	TRANS B159331 TRANS B15962	20020049
00-3-0106	SHOP SUPPLIES	54.89	POWERPLAN	INV 1301170 INV 1304541 INV	20020054
00-3-0107	7 PLUMBING SUPPLIES	296.60	WILBER PLUMBING HEATING &	INV 7096	20020062
00-3-0108	7 ELECTRICAL SUPPLIES	7.57	BEAVER HARDWARE	TRANS B159331 TRANS B15962	20020049
00-3-0108	ELECTRICAL SUPPLIES	49.99	ORSCHELNS CARD SERVICES	ACCT 5617	20020052
00-3-0202	GRAVEL AND BORROW	3,917.36	BEATRICE CONCRETE CO INC	INV S1 148423 INV P1 14842	20020048
00-3-0202	7 GRAVEL AND BORROW	296.00	MARVIN R SLEPICKA	DIRT	20020058
00-3-0211	MACHINERY & EQUIPMENT TIRES-RE	1,883.00	POMP'S TIRE SERVICE INC	INV 1430014497 INV 14300148	20020053
00-5-1306	DRUG TESTING FEES & SUPPLIES	140.00	MEDICAL ENTERPRISES INC	INV 160157	20020051
705-00 BRIDGE/ROAD MAINTENANCE		11,732.93	*****		
0300 ROAD & BRIDGE FUND		11,732.93	*****		
837-00 AGING SERVICES		*****			
00-1-1400	7 PROGRAM EXPENSE	105.00	MARCIA EMAL	JAN20 CRETE & FRIEND	20020063
00-1-1400	7 PROGRAM EXPENSE	115.00	DARLENE PRIBYL	JAN20 CRETE & DORCHESTER	20020068
00-2-1300	7 BUILDING MAINTENANCE	666.60	HOOVER ELECTRIC	INV 328	20020065
00-2-1704	MILEAGE ALLOWANCE	18.86	LAURA A MACKEPFRANG	MILEAGE	20020066
00-2-1704	MILEAGE ALLOWANCE	65.55	LORI MOLDENHAUER	MILEAGE	20020067
00-3-0400	6 USDA RAW FOODS	54.00	FRIEND COMMUNITY HEALTHCA	MEALS ACCT 704506	20020064
837-00 AGING SERVICES		1,025.01	*****		
2250 AGING SERVICES FUND		1,025.01	*****		
666-00 JUVENILE SERVICES AID PROGRAM GRANT		*****			
00-1-0200	7 SALARIES	264.00	ANA C PEREZ MENDEZ	PROGRAM	20020069
00-1-0200	7 SALARIES	667.25	ANITA STOUGARD	PROGRAM	20020070
00-1-0200	7 SALARIES	108.00	SYERRA WATSON	PROGRAM	20020071
666-00 JUVENILE SERVICES AID PROGRAM GRANT		1,039.25	*****		
2516 JUVENILE SERVICES AID PROGRAM GRANT FUND		1,039.25	*****		

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SALINE
BOARD PREAPPROVAL REPORT
JUVENILE SERVICES AID PROGRAM GRA
FROM 02/14/2020 TO 02/14/2020

Account #	Description	Account Amt	Vendor	Invoice Description	Claim #
665-00	LAW ENFORCEMENT-COMMISSARY				
00-2-1900	FOOD	1,878.18	SUMMIT FOOD SERVICE LLC	INV2000068851	20020077
00-2-1904	CLOTHING	443.80	BOB BARKER COMPANY INC	UT1000521851	20020073
00-2-9900	MISCELLANEOUS	145.34	BARNAS DRUG INC	ACCT 13--0	20020072
00-2-9900	MISCELLANEOUS	826.75	BOB BARKER COMPANY INC	UT1000521851	20020073
00-2-9900	MISCELLANEOUS	55.44	CRAWFORD SUPPLY COMPANY	INV 1245525	20020074
00-2-9900	MISCELLANEOUS	155.71	EAKES OFFICE PLUS	INV 7947018-0	20020075
00-2-9900	MISCELLANEOUS	3,556.66	LINCOLN JOURNAL STAR	118-00019318	20020076
00-2-9900	MISCELLANEOUS	626.07	SUMMIT FOOD SERVICE LLC	INV2000068851	20020077
	665-00 LAW ENFORCEMENT-COMMISSARY	7,687.95			
	2940 LAW ENFORCEMENT-COMMISSARY FUND	7,687.95			
	GRAND	63,943.96			

APPROVED

This 4 Day of February 2020
COUNTY BOARD

_____ Chairman
