

**University System of New Hampshire/ConsensusDocs® 240.A
PREDESIGN AND/OR PRELIMINARY DESIGN ONLY
AGREEMENT BETWEEN OWNER AND DESIGN PROFESSIONAL**

TABLE OF ARTICLES

- 1. AGREEMENT
- 2. GENERAL INFORMATION AND PROVISIONS
- 3. DESIGN PROFESSIONAL'S RESPONSIBILITIES
- 4. OWNER'S RESPONSIBILITIES
- 5. TIME
- 6. COMPENSATION AND PAYMENTS
- 7. INDEMNITY AND INSURANCE
- 8. TERMINATION
- 9. DISPUTE MITIGATION AND RESOLUTION
- 10. MISCELLANEOUS
- 11. CONTRACT DOCUMENTS

ARTICLE 1 AGREEMENT

Contract Number: [] Project ID: []

This Agreement is between the

OWNER,
(Name, legal status, and address)

[]
[]
[]

and the

DESIGN PROFESSIONAL,
(Name, legal status, and address)

[]
[]
[]

for services in connection with the following

PROJECT
(Name and address or location)

[]
[]
[]

The Owner's Designated Representative:
(Name, address, and other information)



[]
[]
[]
[]

The Design Professional's Designated Representative:
(Name, address, and other information

[]
[]
[]
[]

ARTICLE 2 GENERAL INFORMATION AND PROVISIONS

2.1 PROJECT PARAMETERS:

2.1.1 Intent: []

2.2 TIME PARAMETERS The time parameters are

2.2.1 Design Professional's service dates: from [] to []

2.2.2 Other time parameters: []

2.3 STANDARD OF CARE Design Professional shall furnish or provide the architectural and engineering Services necessary to design the Project in accordance with Owner's requirements, as outlined in Owner's Program and other relevant data defining the Project, which are attached as Exhibit A. The Services shall include Basic Services plus any Additional Services as may be authorized by Owner. Services shall be performed in accordance with the standard of professional skill and care required for a project of similar size, location, scope, and complexity, during the time in which the Services are provided.

2.4 LAWFUL PRACTICE The Design Professional shall satisfy the requirements for the lawful practice of architecture or engineering in the State of New Hampshire and shall perform its services in a professional manner consistent with the level of care and skill exercised by other practicing design professionals performing such services within the limits prescribed by the Owner.

2.5 At the Owner's written request, the Design Professional shall provide a copy of each subconsultant's scope of services.

2.6 Neither Design Professional nor any of its agents or employees shall act on behalf of or in the name of Owner except as provided in this Agreement or authorized in writing by Owner.

ARTICLE 3 DESIGN PROFESSIONAL'S RESPONSIBILITIES

3.1 GENERAL RESPONSIBILITIES

3.1.1 PROJECT REQUIREMENTS Design Professional, in order to determine the requirements of the Services, shall conduct a preliminary evaluation of the information set forth in Exhibit A. Design



Professional shall confirm its understanding of such requirements with Owner and shall assist Owner to refine or make clarifications to the scope and intent of the project.

3.1.2 Design Professional shall meet with the Owner and make presentations to Owner's review groups as reasonably requested during the planning process and preliminary design, to ensure that Owner's requirements are being met. The Design Professional shall secure the attendance at any Project meeting of Design Professional's sub-design consultants and others as appropriate and as reasonably requested by the Owner.

3.2 BASIC SERVICES

3.2.1 Design Professional shall provide the basic services identified in Exhibit F and as defined in §3.2.3 – 3.2.14. Documents generated by Design Professional shall be in a format consistent with Owner's articulated intended use.

3.2.2 PROGRAMMING If identified in Exhibit F, the Design Professional shall conduct interviews and workshops and collect other information as necessary to document the current and anticipated program needs and space requirements; describe all desired spaces by function, size, environmental requirements, required relationships and adjacencies and special requirements for equipment, floor loading, building systems, special systems, sound isolation and access control; identify requirements for flexibility and expandability; project total net and gross square footage required to meet the program and space requirements; LEED requirements; site requirements; prepare and submit appropriate deliverables documenting the Design Professional's conclusions and recommendations as to the program needs and space requirements and provide updates to such deliverables as the design services progress. When programming is not identified in Exhibit F, the Design Professional shall rely on the information provided by the Owner, but should identify any aspects that need further elaboration or clarification and work with the Owner to resolve these aspects during schematic design.

3.2.3 EXISTING FACILITIES SURVEYS The Design Professional shall review existing drawings, specifications, surveys, reports and other documents available from the Owner. Where non-destructive field inspections and measurements of existing conditions are needed, make such reasonable inspections and measurements as necessary to become familiar with the existing condition of the building and the Project site and to furnish appropriate and complete design recommendations. When identified in Exhibit F, the Design Professional shall evaluate functionality, size, capacity and life expectancy of systems and equipment; verify configuration of existing spaces; field measure critical dimensions; verify the type and condition of architectural, mechanical, electrical and other systems; assess the size and capacity of existing equipment and systems based on Owner-provided information and the Design Professional's inspection; prepare and submit appropriate deliverables documenting the Design Professional's conclusions and recommendations as to the building's capabilities, limitations and deficiencies based on the identified program requirements.

3.2.4 COST ESTIMATES Design Professional shall prepare for Owner's review and approval (a) a preliminary estimate of the Cost of Work utilizing area, volume, or similar conceptual estimating techniques. Design Professional shall provide estimates to Owner at the completion of each set of design document deliverables.

3.2.5 PROJECT SCHEDULE Design Professional shall prepare for Owner's review and approval a preliminary Project schedule that shall show the timing and sequencing of the planning and preliminary design to meet the time criteria set forth by the Owner.



3.2.6 GREEN BUILDING FACILITATION The Design Professional shall make recommendations and incorporate environmentally responsible design approaches in the program and preliminary design. Design Professional shall develop a checklist to illustrate Green design components and review with Owner at agreed upon intervals.

3.2.7 PRELIMINARY DESIGN DOCUMENTS Based on Owner's Program, including any approved refinements or clarifications, Design Professional shall prepare, for Owner's review and approval, Preliminary Design Documents consisting of drawings, outline specifications, and other documents illustrating the Project's basic elements, scale, and their relationship to the Worksite.

3.3 ADDITIONAL SERVICES Design Professional shall provide the Additional Services identified in Exhibit F and as defined in §3.3.1 - §3.3.7 when authorized in advance by Owner in writing. Any authorized Additional Service shall be paid for as an Additional Service and not be included in the Basic Service fee.

3.4 DESIGN PROFESSIONAL'S REPRESENTATIVE Design Professional's representative shall possess full authority to receive and act on instructions from Owner, in accordance with this Agreement. If Design Professional changes its representative or the representative's authority, Design Professional shall immediately notify Owner in writing.

3.5 KEY PROJECT PERSONNEL Design Professional's and all Subconsultants' key Project personnel and the anticipated time percentage each shall devote to Design Professional's Services shall be set forth in Exhibit C. Such personnel shall not be changed without the written approval of Owner, which approval shall not be unreasonably withheld.

3.6 CONFIDENTIALITY Design Professional shall treat as confidential and not disclose to any third parties, except as necessary for the performance of this Agreement or as required by law, or use for its own benefit, any of Owner's confidential information, know-how, discoveries, production methods, and the like that are so identified in writing and disclosed to Design Professional or which Design Professional acquires in performing the Services required by this Agreement. Except for information that Owner obtains through ownership of the copyright, Owner shall treat as confidential information all design systems that may be disclosed to Owner in connection with the performance of this Agreement. Owner and Design Professional shall each specify those items to be treated as confidential and shall mark them as "Confidential."

ARTICLE 4 OWNER'S RESPONSIBILITIES

4.1 INFORMATION AND SERVICES PROVIDED BY OWNER

4.1.1 To the extent Owner has obtained the information and services identified below, Owner shall provide them to Design Professional with reasonable promptness. Unless otherwise limited by Owner in writing, Design Professional shall be entitled to rely on the accuracy of such information and services.

4.1.2 Unless otherwise provided in Exhibit F, Owner shall furnish services of geotechnical engineers which may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate recommendations.

4.1.3 When the services of design professionals other than the designated Design Professional are required due to circumstances which could not reasonably have been anticipated prior to execution of



this Agreement and are requested in writing by the Design Professional, either the Owner shall furnish the additional design professionals or authorize the Design Professional to furnish them as a Change in Services.

4.2 OWNER'S REPRESENTATIVE Owner's representative shall be fully acquainted with the Project; agree to furnish the information and services required of Owner pursuant to §4.1 in a timely manner; and shall have authority to bind Owner in matters requiring Owner's approval, authorization, or written notice, but may not change this Agreement Between Owner and Design Professional, as modified by the Parties. If Owner changes its representative or their authority, Owner shall immediately notify Design Professional in writing.

ARTICLE 5 TIME

5.1 TIME FOR SERVICES Time is of the essence. Design Professional shall provide the Services required by this Agreement in a timely manner and in conformance with the most recent Project Schedule approved by Owner. Time limits established by this schedule shall not, except for reasonable cause, be exceeded by the Design Professional or Owner. The Design Professional and Owner shall promptly notify each other in the event that any changes to the established schedule are required or anticipated, and the Design Professional shall promptly revise and reissue the schedule accordingly.

ARTICLE 6 COMPENSATION AND PAYMENTS

6.1 COMPENSATION FOR BASIC SERVICES

6.1.1 For Basic Services as described in §3.1 and §3.2, and identified in Exhibit D, including all reimbursables, Owner shall compensate Design Professional on the following basis, including applicable sales taxes (designate only one of the following options):

- Stipulated Fee. The amount of \$[_____].
(which includes all reimbursable expenses)
- Stipulated Fee. The amount of \$[_____].
(excludes reimbursable expenses, reimbursables not to exceed \$[_____], refer to Exhibit E for acceptable reimbursable expenses)
- Guaranteed Maximum Fee. The actual cost of the following:
 - a. Design Professional's personnel at the rates listed in Exhibit B.
 - b. Services of subconsultants and subcontractors at a multiple of [_____] times the amount billed to Design Professional for such services.
 - c. Reimbursable Expenses incurred in connection with Basic Services.
- Other basis of fee as follows: [_____]

6.2 ADDITIONAL SERVICES AND REIMBURSABLE EXPENSES

6.2.1 Design Professional shall be compensated for Additional Services as described in §3.3 on the following basis: lump sum per Additional Service accepted by Owner. Lump sum shall include any associated reimbursements.



6.3 PAYMENTS

6.3.1 Design Professional shall submit to Owner for its approval monthly applications for payment for Basic and Additional Services, if any, with reasonable supporting detail, including any amendments, in a consistent format. Owner shall pay approved amounts no later than 30 Days after date of receipt of Design Professional's application for payment. Upon receipt of payment from Owner, Design Professional shall promptly make payment to its Subconsultants as appropriate.

6.3.2 Design Professional's expense records shall be maintained in accordance with generally accepted accounting principles and shall be available to Owner at mutually convenient times for all Services to be compensated on the basis of actual cost.

ARTICLE 7 INDEMNITY AND INSURANCE

7.1 INDEMNITY

7.1.1 To the fullest extent permitted by New Hampshire law, Design Professional shall indemnify and hold harmless Owner, Owner's officers, directors, members, consultants, agents, and employees, Constructor, Subcontractors, and Others (the Indemnitees) from and against all claims, losses, damages, liabilities, including reasonable attorneys' fees, costs, and expenses, for bodily injury, sickness, or death, and property damage, that may arise from the performance of or the failure to perform Services under this Agreement, but only to the extent caused by the negligent acts or omissions of Design Professional, Design Professional's Subconsultants or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.

7.1.2 To the fullest extent permitted by law, Owner shall indemnify and hold harmless Design Professional, its officers, directors, members, consultants, agents, and employees, or anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable from all claims for bodily injury and property damage, , including reasonable attorneys' fees, costs, and expenses, that may arise from the performance of work by Owner or Others, but only to the extent caused by the negligent acts or omissions of Owner or Others.

7.1.3 NO LIMITATION ON LIABILITY In any and all claims against the Indemnitees by any employee of Design Professional, anyone directly or indirectly employed by Design Professional or anyone for whose acts Design Professional may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Design Professional under Workers' Compensation acts, disability benefit acts, or other employee benefit acts.

7.2 INSURANCE

7.2.1 Design Professional shall maintain in effect all insurance coverage required under this §7.2 with insurance companies licensed to do business in the State of New Hampshire or on the New Hampshire Insurance Department's approved List of Non-Admitted Carriers and with an AM Best rating of at least A-, XIII.

7.2.1.1 Workers' Compensation and Employers' Liability Insurance in accordance with Laws and wherever Design Professional's Services are being performed. Employers' Liability coverage shall be written with at least the following limits of liability:

- a. \$500,000 bodily injury by accident per accident



- b. \$500,000 bodily injury by disease policy limit
- c. \$500,000 bodily injury by disease per employee

7.2.1.2 Commercial General Liability Insurance, including contractual liability insurance for the liability assumed in §7.1.1, with at least the following limits of liability:

- a. \$1,000,000 per occurrence
- b. \$2,000,000 general aggregate
- c. \$2,000,000 products/completed operations aggregate
- d. \$1,000,000 personal and advertising injury limit

7.2.1.3 Business Automobile Liability Insurance \$1,000,000 per occurrence.

7.2.2 The University System of New Hampshire, its trustees, officers, agents, and employees shall be listed as additional insureds on all certificates and policies, except workers' compensation and professional liability. The insurance of the Design Professional and its Subconsultants (both primary and excess) shall apply on a primary and non-contributory basis to any insurance carried by the additional insureds.

7.2.3 Design Professional shall require all Subconsultants and Sub-subconsultants to carry the insurance required by this Article 7 for all their activities in connection with the Project, or the Design Professional shall provide all such coverage under the Design Professional's own insurance policies. The Design Professional shall provide to the Owner a list of all Subconsultants and Sub-subconsultants who are providing their own insurance as required by these documents, and Design Professional shall certify that Subconsultants or Sub-subconsultants not on this list are insured by the Design Professional.

All Certificates and notices shall be sent to the USNH Procurement Services Office, 121 Technology Drive, Suite 121, Durham, NH 03824-4716.

ARTICLE 8 TERMINATION

8.1 TERMINATION BY EITHER PARTY Should either Party be in material breach of this Agreement, the other Party may give written notice to the breaching Party that it intends to terminate this Agreement for default absent appropriate corrective action upon seven (7) Days from receipt. Upon such time and absent appropriate corrective action, the non-breaching party may terminate this Agreement in writing.

8.2 TERMINATION BY OWNER FOR CONVENIENCE Upon seven (7) Days' written notice, Owner may, without cause, terminate this Agreement with Design Professional. If this Agreement is terminated pursuant to this section, Design Professional may recover from Owner: (a) payment for Services performed to the date of termination, in accordance with this Agreement; and (b) any cost, or expense in connection with the Services, including those resulting from the termination, but not including lost profits on unperformed Services.

ARTICLE 9 DISPUTE MITIGATION AND RESOLUTION

9.1 CONTINUANCE OF SERVICES AND PAYMENT Unless otherwise agreed in writing, Design Professional shall continue to perform its Services during any dispute mitigation or resolution proceeding. If Design Professional continues to perform, Owner shall continue to make payments in accordance with this Agreement for amounts not in dispute.

9.2 DIRECT DISCUSSIONS If the Parties cannot reach resolution on a matter relating to or arising out of this Agreement, the Parties shall endeavor to reach resolution through good faith direct discussions



between the Parties' representatives, who shall possess the necessary authority to resolve such matter and who shall record the date of first discussions. If the Parties' representatives are not able to resolve such matter within five Business Days of the date of first discussion, the Parties' representatives shall immediately inform senior executives of the Parties in writing that resolution could not be reached. Upon receipt of such notice, the senior executives of the Parties shall meet within five Business Days to endeavor to reach resolution. If the dispute remains unresolved after 15 Days from the date of first discussion, Owner reserves the right to terminate contract.

ARTICLE 10 MISCELLANEOUS

10.1 OWNERSHIP OF TANGIBLE DOCUMENTS Owner shall receive ownership of the property rights, except for copyrights, of all documents, drawings, specifications, electronic data, and information ("Documents") prepared, provided, or procured by Design Professional or by subconsultants retained by Design Professional and distributed to Owner for this Project, upon making the final payment to Design Professional or in the event of termination under ARTICLE 8, upon payment for all sums due to Design Professional under ARTICLE 8. Owner's acquisition of the copyright shall be subject to Owner's making of all payments required by this Agreement.

10.1.1 COPYRIGHT The Parties agree that Owner shall/ shall not obtain ownership of the copyright of all Documents. Owner's acquisition of the copyright for all Documents shall be subject to the making of payments as required by §10.1 and the payment of the fee reflecting the agreed value of the copyright which is: \$[_____].

If the Parties have not selected to transfer copyright interests in the Documents, the copyright shall remain with Design Professional.

Neither the Owner nor the Design Professional or Design Professional's design consultants shall use the documents produced pursuant to this Agreement for any other Project.

10.1.2 USE OF DOCUMENTS IN EVENT OF TERMINATION In the event of a termination of this Agreement pursuant to ARTICLE 8, Owner shall have the right to use, to reproduce, and to make derivative works of the Documents to complete the Project, regardless of whether there has been a transfer of copyright under §10.1.1, provided payment has been made pursuant to §10.1.

10.1.3 DESIGN PROFESSIONAL'S USE OF DOCUMENTS Where Design Professional has transferred its copyright interest in the Documents under §10.1.1, Design Professional may reuse Documents prepared by it pursuant to this Agreement in its practice, but only in their separate constituent parts and not as a whole.

10.1.4 Design Professional shall obtain from its Subconsultants rights and rights of use that correspond to the rights given by Design Professional to Owner in this Agreement, and Design Professional shall provide evidence that such rights have been secured.

10.2 CHANGE IN SERVICES

10.2.1 Change in Services of the Design Professional, including those of the Design Professional's Subconsultants, may be accomplished after execution of, and without invalidating this Agreement, either at the written request of the Owner, or if the changes are required by any circumstances beyond the Design Professional's control, as stated in §5.1. If the Design Professional believes that such circumstances beyond its control exist, the Design Professional shall promptly notify the Owner in writing, stating the reasons for such belief and stating, insofar as can then be determined or estimated, the amount of any adjustment to the Design Professional's compensation or time for



performance or both which may be required. The Owner shall promptly respond in writing to the Design Professional's notice, either authorizing the Change in Services in its entirety, or stating that all or a part of such Change is not authorized. Except in an emergency which significantly threatens life safety, property damage or delay to the Project, the Design Professional shall have no obligation to provide, and shall not be entitled to any additional compensation for, any services which the Owner states are not authorized. Except for changes due to errors, omissions or inconsistencies in the Contract Documents or other fault of the Design Professional, an authorized Change in Services of the Design Professional shall entitle the Design Professional to an adjustment in compensation pursuant to Article 6.

10.2.2 If the Design Professional's services are materially changed as a result of any of the following circumstances, the compensation or time for performance or both for rendering the Design Professional's services under this Agreement shall be adjusted in accordance with the provisions of §10.2.1:

10.2.2.1 Revising the documents when such revisions are:

- a. inconsistent with written approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program or budget for the Cost of the Work.
- b. required by the enactment or revision of codes, laws, or regulations subsequent to the preparation of such documents; or
- c. due to changes required as a result of the Owner's failure to render decisions within a reasonable time after receipt of written notice from the Design Professional.

10.3 EXTENT OF AGREEMENT Except to the extent expressly provided in this Agreement, this Agreement represents the entire and integrated agreement between Owner and Design Professional and supersedes all prior negotiations, representations, and agreements, either written or oral. This Agreement is for the exclusive benefit of Owner and Design Professional and not for the benefit of any third party.

10.4 GOVERNING LAW This Agreement shall be governed by the laws of the State of New Hampshire

10.5 SEVERABILITY The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

10.6 NOTICE Unless changed in writing, a Party's address indicated in Article 1 shall be used when delivering notice to a physical address. Except for agreement termination, notice is effective upon transmission by any effective means, including U.S. postal service and overnight delivery service.

10.7 NO WAIVER OF PERFORMANCE Either Party's failure to insist upon any, in any one or more instances, on the performance of any of the terms, covenants, or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition, or right with respect to further performance.

10.8 TITLES The title given to the articles and sections are for ease of reference only and shall not be relied upon or cited for any other purpose.

10.9 EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION Design Professional shall abide by all applicable federal, state, and local laws respecting non-discrimination in employment and non-segregation of facilities, including the requirements set out at 41 CFR §§ 60-1.4, 60-300.5(a), and 60-741.5(a), which equal opportunity clauses are hereby incorporated by reference. The latter two regulations prohibit discrimination against qualified protected veterans and qualified individuals based on



disability. These regulations also require affirmative action by covered vendors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities. Additionally, Design Professional will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant.

10.10 EXCLUSION FROM BIDDING The Design Professional and the agents and employees of the Design Professional acknowledge that they may be excluded in any resulting competitive or noncompetitive bid and award process for the supply of goods or services specified as a result of this Agreement.

10.11 NO DUAL COMPENSATION In signing this Agreement, the Design Professional certifies that neither it nor any of its principals is an employee of the Federal Government, or an employee of a contractor to the Federal Government providing any services which comprise a part of this Agreement, and that the Design Professional is therefore not receiving dual compensation for any services provided hereunder.

ARTICLE 11 CONTRACT DOCUMENTS

11.1 CONTRACT DOCUMENTS The Contract Documents are as follows:

- a) This Agreement
- b) Design Professional's proposal and any modifications made during negotiations
- c) RFQ/P or RFP for these design services
- d) Owner provided information pursuant to §§§4.1.1 and 4.1.2 and other Owner information identified as intended to be a contract document
- e) Changes in Services issued in accordance with this Agreement

The following exhibits are a part of this Agreement:

EXHIBIT A: Project and Worksite information, including Owner's Program, other relevant data defining the Project, and information as set forth in §2.2 dated [____], [____] pages.

EXHIBIT B: Direct Personnel Hourly Compensation Rates, dated [____], [____] pages.

EXHIBIT C: Key Project Personnel, dated [____], [____] pages.

EXHIBIT D: Services, dated [____], [____] pages

EXHIBIT E: Reimbursable Expenses N/A or (dated [____], [____] pages).



This Agreement will become effective when all parties have signed it. The date of this Agreement will be the date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature.)

Each party is signing the Agreement on the date stated under the party's signature.

FOR THE UNIVERSITY SYSTEM
OF NEW HAMPSHIRE

| | |
|--------------|----------------------------|
| _____ | _____ |
| OWNER | DESIGN PROFESSIONAL |
| «Name | «Name |
| Title | Title |
| Campus» | Company» |
| _____ | _____ |
| <i>Date:</i> | <i>Date:</i> |
| _____ | _____ |

| | |
|--------------|-------|
| _____ | _____ |
| OWNER | |
| «Name | |
| Title | |
| Campus» | |
| _____ | _____ |
| <i>Date:</i> | |
| _____ | _____ |

| | |
|---|-------|
| _____ | _____ |
| OWNER | |
| Catherine A. Provencher | |
| Vice Chancellor for Financial Affairs & | |
| Treasurer | |
| University System of New Hampshire» | |
| _____ | _____ |
| <i>Date:</i> | |
| _____ | _____ |

END OF DOCUMENT. |



University System of New Hampshire/ConsensusDocs® 240A
STANDARD AGREEMENT BETWEEN OWNER AND DESIGN PROFESSIONAL

Exhibit D
Services

SCOPE OF SERVICES

| <p>The Design Professional shall provide the Basic Services and Additional Services as identified by a checked box. Any Additional Service which is selected has been accepted by the Owner. All Basic Services shall be included in the Design Professional's fee. Additional Services shall be quoted as lump sum fees, will not be included in the Design Professional's basic fee, and will be paid as described in §6.2.1 of the USNH/ConsensusDocs 240A. All services, regardless of classification, shall include all reimbursable expenses which must conform to the reimbursable expenses identified in Exhibit E.</p> | | |
|---|--------------------------|------------------------------------|
| Service | Basic | Additional/Fee |
| Boundary survey | <input type="checkbox"/> | <input type="checkbox"/> \$[_____] |
| Topographic/location survey | <input type="checkbox"/> | <input type="checkbox"/> \$[_____] |
| Geotechnical services | <input type="checkbox"/> | <input type="checkbox"/> \$[_____] |
| Study of historical, cultural, or archeological features or related efforts | <input type="checkbox"/> | <input type="checkbox"/> \$[_____] |
| Analysis of alternative sites and formation of site selection recommendation | <input type="checkbox"/> | <input type="checkbox"/> \$[_____] |
| Preparation of environmental assessments or reviews | <input type="checkbox"/> | <input type="checkbox"/> \$[_____] |
| Program development | <input type="checkbox"/> | <input type="checkbox"/> \$[_____] |
| Feasibility study and preliminary cost estimate preparation | <input type="checkbox"/> | <input type="checkbox"/> \$[_____] |
| Schematic Design documents | <input type="checkbox"/> | <input type="checkbox"/> \$[_____] |
| Design Development documents | <input type="checkbox"/> | <input type="checkbox"/> \$[_____] |
| Construction documents | <input type="checkbox"/> | <input type="checkbox"/> \$[_____] |
| Construction administration (includes any bidding or negotiation assistance required) | <input type="checkbox"/> | <input type="checkbox"/> \$[_____] |
| Final completion and warranty period support | <input type="checkbox"/> | <input type="checkbox"/> \$[_____] |
| Preparing studies, reports, and investigations required for submission to AHJs or others having jurisdiction over the Project | <input type="checkbox"/> | <input type="checkbox"/> \$[_____] |
| Preparing measured drawings of existing conditions | <input type="checkbox"/> | <input type="checkbox"/> \$[_____] |
| Aerial photographs | <input type="checkbox"/> | <input type="checkbox"/> \$[_____] |
| Artistic renderings, models, and mockups of the Project or any part of the Project | <input type="checkbox"/> | <input type="checkbox"/> \$[_____] |
| Inventories of existing furniture, fixtures, furnishings, and equipment which might be under consideration for incorporation into the Project | <input type="checkbox"/> | <input type="checkbox"/> \$[_____] |
| Interior design and related services, including procurement (developing bid specifications; providing support negotiations, if necessary), and placement of furniture (layouts), furnishings, artwork, and decorations | <input type="checkbox"/> | <input type="checkbox"/> \$[_____] |
| Review of existing facilities surveys | <input type="checkbox"/> | <input type="checkbox"/> \$[_____] |
| Green Building Facilitator | <input type="checkbox"/> | <input type="checkbox"/> \$[_____] |
| Building Information Modeling (BIM) | <input type="checkbox"/> | <input type="checkbox"/> \$[_____] |
| Cost estimating | <input type="checkbox"/> | <input type="checkbox"/> \$[_____] |

| | | | |
|--|--------------------------|--------------------------|-----------|
| Commissioning support | <input type="checkbox"/> | <input type="checkbox"/> | \$[_____] |
| Electronic Record Drawings (a.k.a. "As-Builts") | <input type="checkbox"/> | <input type="checkbox"/> | \$[_____] |
| Services for tenant or rental spaces or any designated swing space | <input type="checkbox"/> | <input type="checkbox"/> | \$[_____] |
| Expert witness unless Design Professional is a party to the proceeding | <input type="checkbox"/> | <input type="checkbox"/> | \$[_____] |
| Design, coordination, management, expediting, and other services supporting the procurement of materials to be obtained or work to be performed by Owner | <input type="checkbox"/> | <input type="checkbox"/> | \$[_____] |
| Landscape Architect | <input type="checkbox"/> | <input type="checkbox"/> | \$[_____] |
| A/V Consultant | <input type="checkbox"/> | <input type="checkbox"/> | \$[_____] |
| Lighting Consultant | <input type="checkbox"/> | <input type="checkbox"/> | \$[_____] |
| Permitting Consultant | <input type="checkbox"/> | <input type="checkbox"/> | \$[_____] |
| Security Consultant | <input type="checkbox"/> | <input type="checkbox"/> | \$[_____] |
| Telecommunications/Data Consultant | <input type="checkbox"/> | <input type="checkbox"/> | \$[_____] |
| Acoustical Engineer (including but not limited to interior walls and interior and exterior mechanical impact) | <input type="checkbox"/> | <input type="checkbox"/> | \$[_____] |
| Civil Engineer | <input type="checkbox"/> | <input type="checkbox"/> | \$[_____] |
| Electrical Engineer | <input type="checkbox"/> | <input type="checkbox"/> | \$[_____] |
| Fire Protection Engineer | <input type="checkbox"/> | <input type="checkbox"/> | \$[_____] |
| Mechanical Engineer | <input type="checkbox"/> | <input type="checkbox"/> | \$[_____] |
| Structural Engineer | <input type="checkbox"/> | <input type="checkbox"/> | \$[_____] |
| Other Services necessary for completion of the Project and agreed to by Owner and Design Professional listed below: | <input type="checkbox"/> | <input type="checkbox"/> | \$[_____] |