

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

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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: []

2.1.2 Physical parameters: []

2.1.3 Legal: []

2.2 FINANCIAL PARAMETERS The financial parameters are as follows:

2.2.1 Owner's budget amount for the Cost of the Work, as defined in §2.12.4 is \$[]

2.2.2 Fixed limits for the Cost of the Work are:

2.2.2.1 Maximum: \$[]

2.2.2.2 Minimum: \$[]

2.3 TIME PARAMETERS The time parameters are

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

2.3.2 Other time parameters: []

2.4 PROPOSED DELIVERY METHOD: Competitive Bidding; Competitive Bidding with Prequalification; Construction Management; Performance by a USNH Term Contractor; Owner self-performed; Not applicable; Other, please specify []

2.5 REVIEW OF DESIGN DOCUMENTS (other than by Owner) As necessary, there are persons and entities, in addition to the Owner's Representatives, who will review Design Professional's documents, including: Office of the State Fire Marshal, other applicable State of New Hampshire code enforcement officials, campus facilities representatives, and campus constituency representatives.

2.6 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.

2.7 **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.

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

2.9 **RELATIONSHIP OF THE PARTIES** Design Professional will cooperate and exercise the skill and judgment required above in performing Services. Design Professional represents that it possesses the skill, expertise, and licensing to perform the Services. The Parties each agree to work together in good faith and fair dealings and shall take actions reasonably necessary to enable each other to perform this Agreement in a timely, efficient, and economical manner. Both parties shall endeavor to maintain good working relationships among all members of the Project team.

2.10 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.

2.11 **ETHICS** The Parties shall each perform their obligations with integrity, so that, at a minimum each: (a) avoids conflicts of interest; and (b) promptly discloses to the other Party any conflicts of interest which may arise. Each party warrants to the other Party that it has not and shall not pay nor receive any contingent fees or gratuities to or from the other Party, including its agents, officers, and employees, subconsultants, or others for whom they may be liable, to secure preferential treatment.

2.12 DEFINITIONS

2.12.1 "Agreement" means this University System of New Hampshire/ConsensusDocs 240, Standard Agreement Between Owner and Design Professional, as modified, and exhibits and attachments as listed in Article 11.

2.12.2 "Business Days" are all Days, except weekends and official federal or state holidays where the Project is located.

2.12.3 "Constructor" means the person or entity retained by Owner to perform Work for the Project and includes Constructor's Representative.

2.12.4 "Cost of Work" means the total cost or, to the extent the Project is not completed the estimated cost to the Owner of all elements of the Project designed or specified by the Design Professional.

2.12.5 "Day" means a calendar day.

2.12.6 "Design Professional" is the person or entity identified in ARTICLE 1 and includes Design Professional's representative.

2.12.7 A "Hazardous Material" is any substance or material identified as hazardous under any federal, state, or local law or regulation, or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirement governing handling, disposal, or clean-up.



2.12.8 “Law” means a federal, state, or local law, ordinance, code, rule, and regulation applicable to the Services and with which Design Professional must comply that are enacted as of the Agreement date

2.12.9 “Others” mean other contractors, suppliers, and persons at the Worksite who are not employed by Constructor or Subcontractors.

2.12.10 “Owner” is the person or entity identified in ARTICLE 1 and includes Owner’s representative.

2.12.11 “Owner’s Program” means an initial description of Owner’s objectives that shall include budgetary and time criteria, space requirements and relationships, flexibility and expandability requirements, building performance criteria, special equipment and systems, and site requirements.

2.12.12 “Parties” mean Owner and Design Professional collectively.

2.12.13 The “Project,” as identified in ARTICLE 1, is the building, facility, or other improvements to be designed by Design Professional for which Constructor is to perform Work under the agreement between Owner and Constructor. It may also include construction by Owner, or Others.

2.12.14 The “Schedule of the Work” is the document prepared by Constructor that specifies the dates on which Constructor plans to begin and complete various parts of the Work, and the Project, including dates on which information and approvals are required from Owner.

2.12.15 “Services” mean the services provided by Design Professional or by subconsultants retained by Design Professional for the Project, including coordination of design services of subcontractors who may be procured by Constructor or Subcontractors. The Services include basic services and Additional Services as may be authorized by Owner.

2.12.16 “Subconsultant” is a person or entity that contracts with Design Professional to provide professional architectural, engineering, or other consulting services for this Project.

2.12.17 A “Subcontractor” is a person or entity retained by Constructor as an independent contractor to provide the labor, materials, equipment, or services necessary to complete a specific portion of the Work. The term Subcontractor does not include Design Professional or Others.

2.12.18 A “Subsubcontractor” is a person or entity who has an agreement with a Subcontractor to perform any portion of the Subcontractor’s Work.

2.12.19 “Work” means the construction and services necessary or incidental to fulfill Constructor’s obligations for the Project in conformance with the agreement between Owner and Constructor. The Work may constitute the whole or a part of the Project.

2.12.20 “Worksite” means the geographical area of the Project location as identified in ARTICLE 1 where the Work is to be performed.

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 Owner's Program for the Project.

3.1.2 Design Professional shall not proceed with the development of successive design documents as defined in §3.2.9, §3.2.10 and §3.2.11, until receiving written approval from Owner. Design Professional shall promptly revise without additional compensation:

3.1.2.1 those documents which have not been previously approved by Owner and to which Owner has reasonable objections;

3.1.2.2 those documents needing revision to align the design documents with the budget criteria established in Exhibit A;

3.1.2.3 those documents identified by Constructor and reasonably accepted by Owner as presenting constructability problems; and

3.1.2.4 those documents needing revisions to reflect clarifications and assumptions and allowances on which a guaranteed maximum price is based. To the extent that any design documents approved by Owner deviate from the requirements of Owner's Program, the approved design documents shall govern.

3.1.3 Design Professional shall have reasonable access to the Worksite at all times.

3.1.4 Design Professional may assist Owner as needed with filing required documents with governmental authorities having jurisdiction over the Project, including filing documents required to obtain permits necessary for construction of the Project. In addition, if requested by Owner, Design Professional shall assist Owner by providing consultations with and representations before governmental authorities or others having jurisdiction over the Project.

3.1.5 Design Professional shall meet with the Owner and make presentations to Owner's review groups as reasonably requested during Schematic Design, Design Development, and Construction Documents Phases of the Work, to ensure that Owner's requirements are being met. The Design Professional shall schedule and chair all design-related meetings throughout all phases of the Project and shall prepare and distribute minutes of each such meeting to the entire Project team. 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.

3.1.6 If requested by the Owner, the Design Professional shall participate in selection interviews for any proposal process.

3.1.7 Design Professional shall not be responsible for the acts or omissions of Owner, Constructor, and Subcontractors, and their respective agents or employees, or any other persons or entities performing work on the Project who are not under the direct control or authority of Design Professional. However, the Design Professional shall report to the Owner any known deviations from the Contract Documents and from the most recent construction schedule submitted by the Constructor.

3.1.8 Prior to providing any of the services required by §§3.2 and 3.3, the Design Consultant shall submit to the Owner a written Quality Control Program (QCP) for quality assurance with respect to all plans, specifications and other documents provided under this agreement. At a minimum, the QCP



shall provide for systematic checking of all such documents by persons other than those preparing them who are trained in the specific discipline represented by each, with the intent to determine the completeness of the product delivered to the Owner and to avoid change orders to construction contracts which are caused by errors, omissions, conflicts or ambiguities within each document and within each set of documents.

3.1.8.1 The Quality Control Program shall describe in detail the specific methodology proposed to check each document, to cross check all plans of the various disciplines with one another, and to cross check all plans and specifications for completeness and accuracy at each submittal phase. The Design Consultant shall not proceed with the work required by §§3.2 and 3.3 until the Owner has approved this Quality Control Program in writing.

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 DESIGN SERVICES BY OTHERS If professional design services are to be furnished by Owner, Constructor, or Others, Design Professional shall indicate all performance and design criteria to be satisfied in accordance with Owner's Program, and Owner, Constructor, or Others shall not be responsible for the adequacy of such performance and design criteria. Whenever a license is required, design services furnished by a party other than Design Professional shall be obtained from licensed design professionals, who shall affix their signature and seal on all drawings, specifications, calculations, and submittals prepared by them, and Design Professional shall be entitled to rely upon the adequacy, accuracy, and completeness of such design services.

3.2.3 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.

3.2.4 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, including architectural, structural, mechanical, electrical, plumbing, communications, A/V, fire protection, security and specialty systems. 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.

3.2.5 COST ESTIMATES

3.2.5.1 Except when estimates are the responsibility of Constructor retained to provide preconstruction services as part of the Work, it is the responsibility of the Design Professional to design and specify the Work so that the Cost of the Work is within the Maximum and Minimum Fixed Limits of the Cost of the Work as provided in §2.2.2. 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 and based upon Owner's Program and other relevant information in Exhibit A, and (b) updated estimates of the Cost of Work at the completion of the Schematic Design Documents, the Design Development Documents, and the Construction Documents, except when construction commences before the completion of such documents.

3.2.5.2 In preparing estimates of the Cost of the Work, the Design Professional shall be permitted to include contingencies for design, bidding and price escalation; to make reasonable adjustments in the scope of the Project materials, component systems and types of construction, and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work.

3.2.5.3 If at any time the estimate of the Cost of the Work, based upon the then current design documents, exceeds the Owner's budget for the Cost of the Work, the Design Professional and its subconsultants shall meet with the Owner and the cost estimator to review the estimate and make appropriate recommendations to the Owner to adjust Project's size, quality or budget for the Cost of the Work. It is the responsibility of the design team to design to the Cost of the Work, and no increase in fees will be provided for redesign required to meet the Project budget.

3.2.6 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 design and construction required to meet the time criteria set forth in Owner's Program. The Project schedule shall be updated for Owner's review and approval at the completion of Schematic Design Documents, Design Development Documents, and Construction Documents, except when construction commences before the completion of such Documents. If Constructor has been retained to provide preconstruction services as part of the Work, Design Professional shall coordinate and update the Project Schedule with the Schedule of the Work prepared by Constructor. Design Professional shall make appropriate recommendations if any Project Schedule shows a deviation from previously approved Project Schedules.

3.2.7 GREEN BUILDING FACILITATOR If identified in Exhibit F, Design Professional shall act as the Green Building Facilitator (GBF) for Project with the intent of pursuing formal certification. Owner and Design Professional shall complete University System of New Hampshire/ConsensusDocs 310 Green Building Addendum, (Exhibit I) which, at a minimum, shall address: (a) coordinating and facilitating the achievement of the Elected Green Status (EGS) such as achieving Leadership in Energy and Environmental Design "LEED" certification, and identifying the Green Measures necessary to achieve the EGS; (b) identifying, preparing, and submitting necessary documentation for the Elected Green Status; and (c) identifying project participants responsible to complete physical and procedural Green Measures.



3.2.7.1 The Design Professional shall make recommendations and incorporate environmentally responsible design approaches in the Drawings, Specifications and other deliverables for the purpose of submitting for obtaining such certification. The Design Professional shall conspicuously identify in the Plans, Specifications and other deliverables, performance required of the Contractor for the purpose of submitting for such certification.

3.2.7.2 When Owner elects not to pursue formal certification, Design Professional shall work with the Owner to make recommendations and incorporate environmentally responsible design approaches in the Drawings, Specifications and other deliverables which meet current best practices. Design Professional shall develop a checklist to illustrate Green design components and review with Owner at agreed upon intervals.

3.2.8 BUILDING INFORMATION MODELING (BIM) If identified in Exhibit F, the Design Professional shall coordinate its services with those of its subconsultants and the Constructor to provide a Building Information Model in a form and with such detail as required by the Owner. In addition, at Owner's option, Design Professional and Owner shall complete University System of New Hampshire/ConsensusDocs 301, Building Information Modeling (BIM) Amendment (Exhibit H).

3.2.9 SCHEMATIC DESIGN DOCUMENTS Based on Owner's Program, including any approved refinements or clarifications, Design Professional shall prepare, for Owner's review and approval, Schematic Design Documents consistent with requirements described in Exhibit G, consisting of drawings, outline specifications, and other documents illustrating the Project's basic elements, scale, and their relationship to the Worksite. Schematic Design Documents shall include, as applicable, conceptual plans of the site and structures; preliminary sections and elevations; approximate areas, volumes, and dimensions; and preliminary selections of materials and systems. Design Professional shall provide to Owner electronic versions and two full-size printed sets of Schematic Development Documents. When Design Professional submits the Schematic Design Documents, Design Professional shall identify in writing for Owner's approval all material changes and deviations that have taken place from Design Professional's approved preliminary estimate of the Cost of Work and Project Schedule.

3.2.10 DESIGN DEVELOPMENT DOCUMENTS Based on the approved Schematic Design Documents and the updated estimate of the Cost of Work and Project Schedule, Design Professional shall prepare, for Owner's review and approval, Design Development Documents consistent with requirements described in Exhibit G, The Design Development Documents shall further define the Project, including drawings and outline specifications fixing and describing the Project size, character, and site relationships, and other appropriate elements describing the structural, architectural, mechanical, and electrical systems. Design Development Documents shall include, as applicable, plans, sections, and elevations; criteria and sizing of major components; equipment sizes and capacities and approximate layouts, including required spaces and clearances; typical details; materials selections and general quality levels. When Design Professional submits Design Development Documents, Design Professional shall identify in writing for Owner's approval all material changes and deviations that have taken place from the Schematic Design Documents and the previously approved estimate of the Cost of Work and Project Schedule. If requested by Owner, Design Professional shall work with the Owner to identify potential alternate bid documents to keep within the approved fixed limits of the Cost of the Work. Design Professional shall provide to Owner electronic versions and two full-size printed sets of Design Development documents.

3.2.11 CONSTRUCTION DOCUMENTS Based on the approved Design Development Documents and updated estimate of the Cost of Work and Project Schedule, Design Professional shall prepare,



for Owner's review and approval and the approval of governmental authorities, Construction Documents, including any revisions necessary to secure such approvals, setting forth in detail the quality levels of and the requirements for construction of the Project, and consisting of drawings and specifications that comply with Laws.

3.2.11.1 When Design Professional submits the Construction Documents, Design Professional shall identify in writing for Owner's approval any proposed alternates. Preparation of alternates to keep within the approved fixed limits of the Cost of the Work and approved by the Owner shall be included in Design Professional's basic services and shall not be compensated as a Change in Service.

3.2.11.2 Design Professional shall identify all material changes and deviations that have taken place from the Design Development Documents and the previously approved estimate of the Cost of Work and Project Schedule.

3.2.11.3 The Construction Documents shall describe all work necessary to bid and construct the Project; all room numbers shown on the Construction Documents shall be established in collaboration with Owner and reflect Owner's standard guidelines therefor.

3.2.11.4 Design Professional shall provide Construction Documents in electronic form and also provide two full-sized printed sets to Owner.

3.2.12 DESIGN COORDINATION Design Professional shall coordinate the services of all design consultants for the Project. (See Exhibit C). Design Professional shall promptly report any known errors or omissions to Owner. Design Professional is responsible for its work and that of its Subconsultants. Design Professional is not responsible for the errors, omissions or inconsistencies in design services provided by the Constructor or the Owner outside of this agreement.

3.2.13 BIDDING OR NEGOTIATION ASSISTANCE Design Professional shall assist Owner in obtaining bids or negotiated proposals from contractors by providing electronic drawings, specifications, and any addenda, attending pre-bid and pre-award meetings, clarifying the scope and intent of the Construction Documents, and, if appropriate, evaluating proposed subcontractors and suppliers for portions of the Work. Design Professional shall issue any required addenda or clarifications promptly in writing.

3.2.13.1 If the lowest bona fide bid or negotiated proposal exceeds the final approved estimate of the Cost of Work and Owner elects not to accept such bid or proposal or elects to rebid or renegotiate the Project, Design Professional, without additional compensation, shall work with Owner to make the necessary modifications to the Construction Documents to reduce the Cost of Work to an amount less than or equal to the sum of the final approved estimate of the Cost of Work

3.2.14 CONSTRUCTION PHASE SERVICES The Construction Phase will commence upon the issuance of a written notice from Owner to the Constructor to proceed with the Work, with contemporaneous notification to Design Professional. Design Professional shall advise and consult with the Owner during the provision of Construction Phase services. Such advice and consultation shall include at a minimum (a) review and advise Owner as to the accuracy and sufficiency of the schedule of values submitted by Constructor for the Work, (b) coordinate the Project Schedule with the Schedule of the Work submitted by Constructor and approved by Owner, (c) prepare design documents in connection with change orders, and (d) respond to Constructor requests for information. Design Professional shall furnish to Owner and, if directed, to Constructor interpretations and clarifications of the drawings and specifications, by means of additional drawings, or otherwise,



as are necessary for the proper execution and progress of the Work. All such interpretations and clarifications shall be consistent with the intent of the Construction Documents and reasonably inferable from them. The cost of such services by the Design Professional shall be included in Design Professional's Basic Services except to the extent that such services are directly attributed to changes requested in writing by the Owner, which shall be Changes in Services.

3.2.14.1 SUBMITTALS Design Professional shall review Constructor's submittals, including shop drawings, product data, and samples, and make approvals of or recommendations about such submittals to Owner within ten Business Days of receiving the submittals from Constructor, unless mutually agreed otherwise by Design Professional, Constructor, and Owner. Design Professional shall check Constructor's submittals for conformance with the design and the scope of the Project and for compliance with the Construction Documents. Design Professional's review shall not extend to Constructor's means, methods, techniques, sequences, or procedures, unless such means, methods, techniques, sequences, or procedures have been specified by Owner or Design Professional.

3.2.14.2 RFIs Design Professional shall review Constructor's RFIs in a timely manner so as to cause no delay in the progress of the Work. Unless another time period is reasonably requested by the Design Professional and agreed to at the time of submittal, the Design Professional shall respond to each RFI within ten Business Days after receiving it.

3.2.14.3 Design Professional shall assist Owner in the evaluation and processing of requests for changes in the Work. Based on its evaluation, Design Professional shall make appropriate recommendations to Owner.

3.2.14.4 JOB MEETINGS AND WORKSITE VISITS

3.2.14.4.1 The Design Professional shall attend all job meetings, which shall be held weekly unless otherwise provided in the Contract Documents or mutually agreed by the Design Professional, Owner, and Constructor. The Design Professional shall secure the attendance at job meetings of Design Professional's sub-design consultants and others as appropriate and as reasonably requested by the Owner.

3.2.14.4.2 Design Professional shall visit the Worksite at appropriate intervals, as the Parties have established in Exhibit E, to become generally familiar with the quality of the Work and to determine in general if the Work is proceeding in accordance with the Construction Documents. After each Worksite visit, Design Professional shall promptly provide Owner and Constructor with a written report. If Design Professional becomes aware of any defects or deficiencies in the Work, or failure of the Work to progress in conformity with the Schedule of the Work, Design Professional shall provide prompt notice, followed by written confirmation, to Owner. If, in Design Professional's opinion, special testing or inspection of the Work is needed, Design Professional shall recommend to Owner such testing or inspection procedures and appropriate consultants. Design Professional shall not be responsible for construction means, methods, techniques, sequences, and procedures, unless they are specified by Design Professional, or for ensuring that the Work is in accordance with the Construction Documents.

3.2.14.5 SAFETY Design Professional shall not be responsible for Constructor's safety precautions and programs. However, Design Professional is required to abide by Constructor's safety program while on site. If Design Professional has actual knowledge of safety violations, Design Professional shall give prompt written notice to Owner.



3.2.14.6 EVALUATION OF WORK

3.2.14.6.1 Design Professional : shall shall not be responsible for reviewing and certifying the Constructor's applications for payment. If Design Professional is required to issue certificates for payment, the following will pertain: The Design Professional's certification for payment shall constitute a representation to the Owner, based on the Design Professional's evaluation of the Work as provided in §3.2.14.4.2 and on the data comprising the Constructor's application for payment, which shall include waiver of lien notices, that the Work has progressed to the point indicated and that, to the best of the Design Professional's knowledge, information and professional judgment, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Design Professional.]

3.2.14.6.2 Design Professional shall assist Owner in conducting up to [] inspections to determine the date or dates of Constructor's Substantial Completion of the Work. Such assistance shall include compiling a list of items to be completed or corrected (the "Punch List") so that Owner may occupy or utilize the Work or a designated portion for its intended use, without unscheduled disruption.

3.2.14.6.3 Design Professional shall assist Owner in conducting up to [] inspections to determine Constructor's final completion of the Work.

3.2.14.6.4 Design Professional shall provide Owner with an affidavit attesting that all systems are installed as designed and have been reviewed by the Design Professional or the Design Professional's Subconsultant.

3.2.14.7 COMMISSIONING SUPPORT If identified in Exhibit F, Design Professional shall assist with the implementation of formal commissioning and shall coordinate with the Owner's commissioning consultant to provide reasonable assistance to the Owner in the review and start-up of mechanical, electrical, heating, ventilating and air conditioning systems in conformance with the performance design.

3.2.14.8 If requested by Owner, Design Professional shall make up to two visits to the Worksite during Constructor's one-year correction period to assist Owner in evaluating the need for any corrective measures.

3.2.14.9 Design Professional shall prepare record drawings from marked-up prints, drawings, or other documents that incorporated changes made during the Construction Phase.

3.2.15 HAZARDOUS MATERIAL To the extent not identified in this Agreement, if a Hazardous Material is discovered at the Worksite, Design Professional shall not be required to perform Services relating to or in the area of the Hazardous Material without written mutual agreement.

3.2.16 Except as otherwise provided in this Agreement, Design Professional hereby grants a license to use design and construction documents prepared by Design Professional to those retained by Owner or Constructor to perform construction services for the Project.



3.3 ADDITIONAL SERVICES Design Professional shall provide the Additional Services identified in Exhibit F 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. The following are also considered to be Additional Services:

3.3.1 Other than as provided by §3.2.13.1, making revisions to the Schematic Design, Design Development, or Construction Documents after they have been approved by Owner, and which are due to causes beyond the control of Design Professional;

3.3.2 Worksite visits in excess of the number of visits established in Exhibit E and provided for in § 3.2.14.6.2, §3.2.14.6.3 and §3.2.14.8;

3.3.3 out-of-town travel by Design Professional in connection with Services, except between Design Professional's office, Subconsultants' offices, Owner's office, and the Worksite;

3.3.4 services requested by Owner or required by the Work that are not normally part of generally accepted design and construction practice and not otherwise required by this Agreement;

3.4 SUBCONSULTANTS Design Professional shall not engage the services of any subconsultant without first obtaining Owner's written approval, which approval shall not be unreasonably withheld. Such approval by Owner shall not be deemed to create any contractual relationship between Owner and any such subconsultant, except that Owner shall be considered the intended third-party beneficiary of the performance of their services. Design Professional shall not include any limits of liability in its agreements with any Subconsultants without the prior written approval of Owner. Design Professional shall bind its Subconsultants in the same manner as Design Professional is bound to Owner under this Agreement.

3.5 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.

3.6 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.

3.7 FINANCIAL INFORMATION At the written request of Design Professional, Owner shall provide Design Professional with evidence of Project financing. Evidence of such financing shall be a condition precedent to Design Professional commencing or continuing Services. Design Professional shall be notified prior to any material change in Project financing.

3.8 ROYALTIES, PENALTIES, AND COPYRIGHTS Design Professional shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods, or systems selected by Design Professional and incorporated in the design or construction documents prepared by Design Professional. Design Professional warrants that it possesses the copyright or permission to use the copyright of materials, methods, or systems selected by Design Professional and incorporated in the design or construction documents prepared by Design Professional. Design Professional shall defend, indemnify, and hold Owner, Constructor, and Subcontractors harmless from all suits or claims for infringement of any patent rights or copyrights arising out of such selection.

3.9 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:

4.1.1.1 information describing the physical characteristics of the Worksite, including surveys, Worksite evaluations, legal descriptions, existing conditions, subsurface and environmental studies, reports, and investigations all in reasonable detail and as set forth in Exhibit A.;

4.1.1.2 inspection reports and testing services conducted during construction as required by law or as mutually agreed;

4.1.1.3 unless otherwise provided in this Agreement, documentation evidencing any necessary approvals, site plan review, rezoning, easements and assessments, fees, and charges required for the construction, use, occupancy, or renovation of permanent structures.

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.

4.1.4 Owner shall promptly report to Design Professional errors, inconsistencies, and omissions it discovers in the Construction Documents; however, nothing in this subsection shall relieve Design Professional of responsibility for its own errors, inconsistencies, and omissions.

4.1.5 Approvals by Owner shall not be deemed to be an assumption of responsibility by Owner for any error, inconsistency, or omission in the drawings and specifications or other documents prepared by Design Professional, its employees, agents, or Subconsultants. Owner shall provide all approvals required under this Agreement in a timely manner.

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.

4.3 BUDGET INCREASES/DECREASES Owner shall not significantly increase or decrease the budget for the Cost of the Work without the agreement of the Design Professional to a corresponding change in the Project scope and quality.

4.4 ROYALTIES, PATENTS, AND COPYRIGHTS Owner shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods, or systems specifically required by Owner to be incorporated in the design and construction documents prepared by Design Professional. Owner warrants that it possesses the copyright or permission to use the copyright of materials, methods, or systems required by Owner to be incorporated in the design documents of Design Professional. Owner agrees to defend, indemnify, and hold Design Professional harmless from any suits or claims of infringement of any patent rights or copyrights arising out of any patented or copyrighted materials, methods, or systems required by Owner or used by Constructor but not required by Owner or Design Professional.

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. Examples of causes beyond the control of Design Professional include, but are not limited to, the following: (a) acts or omissions of Owner, or Others; (b) changes in the Work or the sequencing of the Work ordered by Owner, or arising from decisions of Owner that impact the time of performance of the Work; (c) encountering Hazardous Materials, or concealed or unknown conditions; (d) delay authorized by Owner pending dispute resolution or suspension by Owner under §12.1; (e) transportation delays not reasonably foreseeable; (f) labor disputes not involving Construction Manager; (g) general labor disputes impacting the Project but not specifically related to the Worksite; (h) fire; (i) Terrorism; (j) epidemics and pandemics; (k) adverse governmental actions; (l) unavoidable accidents or circumstances; (m) adverse weather conditions not reasonably anticipated. 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.

5.2 DELAYS BY DESIGN PROFESSIONAL If the progress or completion of the Project is delayed by reason of any error, inconsistency, or omission of Design Professional which violates its standard of care, Design Professional shall compensate Owner for and indemnify it against all damages that may accrue as a result of such delay. In addition, Design Professional shall provide Services at its own cost, including any overtime costs and expenses, required to make up time lost to Owner because of such delay. Owner shall provide prompt written notice to Design Professional of such delay after Owner first recognizes the delay.

5.3 DELAYS BY OWNER Except for any delays noted in §2.3.2 (time parameters for project), if the Project is suspended by the Owner for any reason for more than 30 consecutive days, the Design Professional shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Design Professional shall be compensated for expenses incurred in the interruption and resumption of the Design Professional's services. In addition, if Design Professional is delayed in the performance of its Services by any act or omission of Owner, or by changes ordered by Owner which are due to causes beyond Design Professional's control, The Design Professional's fees for the remaining services and the time schedules shall be equitably adjusted. Design Professional shall



provide prompt written notice to Owner of such delay after Design Professional first recognizes such delay.

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 F, 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 \$[_____].

(includes all reimbursable expenses)

(excludes reimbursable expenses, reimbursables not to exceed \$[_____], refer to Exhibit D for acceptable reimbursable expenses)

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 and Reimbursable Expenses, if any, with reasonable supporting detail, including any amendments, in a consistent format conforming to the design phases. Owner shall pay approved amounts no later than 30 Days after date of receipt of Design Professional's application for payment. Payments for Basic Services shall not exceed the following percentages/lump sum amounts of the total Fee for Basic Services at the completion of each Phase of Design Professional's Services:

Schematic Design Documents (including any planning/pre-design services required)	20%	\$[_____]
Design Development Documents	25%	\$[_____]
Construction Documents	25%	\$[_____]
Construction Phase (including any bidding or negotiation assistance required)	25%	\$[_____]
<u>Final Completion and Warranty Period Support</u>	<u>5%</u>	<u>\$[_____]</u>
TOTAL	100%	\$[_____]

Upon receipt of payment from Owner, Design Professional shall promptly make payment to its Subconsultants as appropriate.

6.3.2 Prior to final payment to Design Professional, Design Professional shall furnish evidence satisfactory to Owner that there are no claims, obligations, or liens outstanding in connection with its Services. Acceptance of final payment shall constitute a waiver of all claims by Design Professional for compensation for its Services. The Design Professional shall submit all reports, drawings, including 'electronic record drawings' in accordance with Owner's standards, models, or other documents and materials and shall have performed all services required by this Agreement prior to issuance of final payment.



6.3.3 Should there be any claim, obligation, or lien asserted before or after final payment is made that arises from Design Professional's Services, Design Professional shall reimburse Owner for any costs and expenses, including attorneys' fees, costs, and expenses, incurred by Owner in satisfying, discharging, or defending against any such claim, obligation, or lien, including any action brought or judgment recovered, provided Owner is making payments or has made payments to Design Professional in accordance with the terms of this Agreement.

6.3.4 Should Design Professional or its Subconsultants cause damage to the Project, or fail to perform or otherwise be in default under the terms of this Agreement, Owner shall have the right to withhold from any payment due or to become due, or otherwise be reimbursed for, an amount sufficient to protect Owner from any loss that may result. Payment of the amount withheld shall be made when the grounds for the withholding have been removed.

6.3.5 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 actions or inactions or intentionally wrongful 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 actions or inactions or intentionally wrongful 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 Before commencing its Services and as a condition of payment, Design Professional shall purchase and maintain such insurance as will protect it from claims arising out of the performance of its Services under this Agreement, whether such Services are provided by Design Professional or by any of its Subconsultants or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.



7.2.2 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.

7.2.2.1 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

7.2.2.2 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

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

7.2.3 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.

7.2.4 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.

7.2.5 PROFESSIONAL LIABILITY INSURANCE Design Professional shall maintain project specific Professional Liability Insurance for claims arising from the negligent performance of Services under this Agreement. The Professional Liability Insurance shall be written for not less than \$[] per claim and \$[] in the aggregate and shall contain prior acts coverage sufficient to cover all Services performed by Design Professional for this Project. These requirements shall be continued in effect for eight years following final payment to Design Professional. Any deductible shall be paid by Design Professional.

7.2.6 Subconsultants retained by Design Professional for this Project and providing their own insurance, shall maintain project specific Professional Liability Insurance with an insurance company 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 for claims arising from the negligent performance of its Services. The Professional Liability Insurance shall be written for not less than \$[] per claim and \$[] in the aggregate and shall contain



prior acts coverage sufficient to cover all Services performed by Subconsultant for this Project. These requirements shall be continued in effect for eight years following final payment to Subconsultant by the Design Professional. Any deductible shall be paid by Subconsultant.

7.2.7 Design Professional shall furnish to Owner certificates of insurance (Acord 25 form) evidencing the required coverages listed in this section and a copy of its Professional Liability policy. No policy shall be cancelled or modified without 30 Days' prior written notice to Owner. Such requirement for prior written notice does not apply to modifications caused by claims made against the policy. Design Professional and its Professional Liability insurance carrier shall notify Owner within 30 Days of any claims made or loss expenses incurred against the Professional Liability policy. Owner shall have the right to notify directly Design Professional's Professional Liability insurance carrier of a claim against the policy. The Professional Liability policies shall be continued in effect for eight years (New Hampshire RSA 508:4-b) following final payment to 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 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 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, the Parties shall submit such matter to the dispute mitigation and dispute resolution procedures selected below.

9.3 MEDIATION If direct discussions pursuant to §9.2 do not result in resolution of the matter the Parties shall endeavor to resolve the matter by mediation through the current Construction Industry Mediation Rules of the American Arbitration Association, or the Parties may mutually agree to select another set of



mediation rules. The Parties shall mutually agree upon the mediator and the mediation process. The mediation shall be convened within 30 Days of the matter first being discussed and shall conclude within 45 Business Days of the matter first being discussed. Either Party may terminate the mediation at any time after the first session by written notice to the non-terminating Party and mediator. The costs of the mediation shall be shared equally by the Parties.

9.4 BINDING DISPUTE RESOLUTION If the matter is unresolved after submission of the matter to mediation, the Parties shall submit the matter to litigation in either the state or federal court having jurisdiction of the matter in the location of the Project. THE PARTIES EXPRESSLY AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL FOR ANY CLAIM ARISING OUT OF RELATED TO THE AGREEMENT, PROJECT, OR WORK.

9.5 COSTS The parties shall pay their own costs and attorneys' fees of any binding dispute resolution procedures unless otherwise determined by the adjudicator.

9.6 VENUE To the extent permitted by Law, the venue of any binding dispute resolution procedure shall be the location of the Project.

9.7 MULTIPARTY PROCEEDINGS All parties necessary to resolve a claim agree to be parties to the same dispute resolution procedure, if possible. Appropriate provisions shall be included in all other contracts relating to the Project to provide for the joinder or consolidation of such dispute resolution procedures.

9.8 LIEN RIGHTS Nothing in this article shall limit any rights or remedies not expressly waived by Design Professional that Design Professional may have under lien laws.

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 made a selection 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 OWNER'S USE OF DOCUMENTS AFTER COMPLETION OF PROJECT After completion of the Project, Owner may reuse, reproduce, or make derivative works from the Documents solely for the purposes of maintaining, renovating, remodeling, or expanding the Project at the Worksite. Owner's use of the Documents without Design Professional's involvement or on other projects is at Owner's sole risk, except for Design Professional's indemnification obligations pursuant to §3.9, and Owner shall defend, indemnify, and hold harmless Design Professional and its Subconsultants, and the agents, officers, directors, and employees of each of them, from and against any and all claims, damages, losses, costs, and expenses, including reasonable attorneys' fees and costs, arising out of or resulting from any such prohibited use.

10.1.4 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.

10.1.5 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 Making revisions in Drawings, Specifications or other 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.



10.2.2.2 Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work, unless required due in significant part to the Design Consultant's error, omission or negligence.

10.3 PHOTOGRAPHIC OR ARTISTIC REPRESENTATIONS The Design Professional shall have the right to include photographic or artistic representations of the design of the Project among the Design Consultant's promotional and professional materials and awards programs. The Design Professional shall be given reasonable access to the completed Project to make such representations. However, the Design Professional's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Design Professional in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Design Professional in the Owner's promotional materials for the Project.

10.4 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.

10.5 DOCUMENTS IN ELECTRONIC FORM If Owner requires that Owner, Design Professional, and Constructor exchange documents and data in electronic or digital form, prior to any such exchange, Owner, Design Professional, and Constructor shall agree on a written protocol governing all exchanges, which, at a minimum, shall specify: (a) the definition of documents and data to be accepted in electronic or digital form or to be transmitted electronically or digitally; (b) management and coordination responsibilities; (c) necessary equipment, software, and services; (d) acceptable formats, transmission methods, and verification procedures; (e) methods for maintaining version control; (f) privacy and security requirements; and (g) storage and retrieval requirements. Except as otherwise agreed to by the Parties in writing, each Party shall bear its own costs for requirements identified in the protocol. In the absence of a written protocol, use of documents and data in electronic or digital form shall be at the sole risk of the recipient.

10.6 ASSIGNMENT Except for an assignment of proceeds, neither Owner nor Design Professional shall assign its interest in this Agreement without the written consent of the other Party. The terms and conditions of this Agreement shall be binding upon both Parties, their partners, successors, assigns, and legal representatives. Neither Party shall assign the Agreement without written consent of the other except that Owner may assign the Agreement to a wholly owned subsidiary of Owner when Owner has fully indemnified Design Professional or to an institutional lender providing construction financing for the Project as long as the assignment is no less favorable to Design Professional than this Agreement. If such assignment occurs, Design Professional shall execute any consent reasonably required. In such event, the wholly owned subsidiary or lender shall assume Owner's rights and obligations under the contract documents. If either Party attempts to make such an assignment, that Party shall nevertheless remain legally responsible for all obligations under this Agreement, unless otherwise agreed by the other Party.

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

10.8 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.



10.9 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.

10.10 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.

10.11 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.

10.12 OWNER'S RIGHT TO AUDIT

10.12.1 Design Professional shall grant the Owner and its designated representative the right to audit, during the performance of the Services and for a period of three years after Final Payment, all books, records, correspondence and notes maintained by the Design Professional and any of its Subconsultants with respect to Services performed under this Agreement. A similar provision shall be incorporated by Design Professional in all subcontracts entered into in connection with this Agreement.

10.12.2 Owner shall provide the Design Professional 30 Days prior written notice of its intent to audit Design Professional's or any Subconsultant's records. Design Professional shall have the opportunity to audit itself prior to the proposed audit by Owner.

10.12.2.1 Should any overcharge to Owner be found by Design Professional's audit, Design Professional shall pay Owner an amount equal to the amount overcharged (including any part of the Design Professional fee based on such overcharge).

10.12.2.2 If Owner's audit reveals that the amounts charged to Owner by Design Professional exceeded the actual amounts to which Design Professional was entitled for the Services, then Design Professional shall pay Owner an amount equal to the amount overcharged (including any part of the Design Professional Fee based on such overcharge).

10.12.2.3 If the Owner's audit reveals that the Design Professional is entitled to additional sums, Owner shall promptly reimburse Design Professional for the amount due.

10.12.3 During such inspections and audits, Owner shall have the right, at its expense, to take extracts and make copies of Design Professional's records as it deems necessary to support its accounting report. Owner agrees to keep confidential all information and copies obtained pursuant to this section other than with respect to required disclosures in connection with disputes between the parties or as otherwise required by law, court order or governmental process.

10.12.4 The exercise by Owner, at any time of the right to audit Design Professional's or any Subconsultant's records and accounts, or the acceptance by Owner of any audit statement or the receipt and/or deposit of payments by Owner or Design Professional, or any payment tendered by or on behalf of Design Professional or Owner shall be without prejudice to any duties, rights or remedies of Owner, Design Professional or any Subconsultant.

10.13 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.

10.14 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.

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

EXHIBIT E: Schedule of Worksite visits, dated [____], [____] pages or Not Used.

EXHIBIT F: Services, dated [____], [____] pages.

EXHIBIT G: Design Documentation Requirements (Revised Edition – August 2007; October 2012 and November 2019), 3 pages.

EXHIBIT H: University System of New Hampshire/ConsensusDocs 301, Building Information Modeling (BIM) Addendum, dated [____], [____] pages or Not Used.

EXHIBIT I: University System of New Hampshire/ConsensusDocs 310, Green Building Addendum, dated [____], [____] pages or Not Used.

EXHIBIT J: Quality Control Program, dated [____], [____] pages or Not Used.

SIGNATURES FOLLOW ON NEXT PAGE



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
«Name
Title
Campus»

Date:

OWNER
«Name
Title
Campus»

Date:

OWNER
Catherine A. Provencher
Vice Chancellor for Financial Affairs &
Treasurer
University System of New Hampshire»

Date:

DESIGN PROFESSIONAL
«Name
Title
Company»

Date:

END OF DOCUMENT. |



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

Exhibit F
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 240. All services, regardless of classification, shall include all reimbursable expenses which must conform to the reimbursable expenses identified in Exhibit D.</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"/>	\$[_____]

1. SCHEMATIC DESIGN DOCUMENTATION REQUIREMENTS

The following documentation, as appropriate to the scope of the overall design, shall be provided at the end of Schematic Design (SD) for campus review and approval. These requirements apply to all design contracts regardless of the form of construction procurement. The submission must be approved prior to proceeding with Design Development Documents.

- 1.1 **Floor Plans and Elevations** – Provide preliminary graphic materials as required to describe the proposed design of the entire building in three dimensions. These materials will typically include architectural plans of all floor levels showing arrangement, area and use of all rooms, internal horizontal and vertical circulation arrangement, provisions for compliance with ADA and life safety codes, location of mechanical, electrical, telecommunications, building maintenance and other service spaces; air intake and exhaust locations; typical layouts of furniture and equipment within key spaces; provisions for future expansion; typical schematic layouts of principal mechanical, electrical and structural systems; exterior elevations of all sides; and useful building sections.
- 1.2 **Site Plans** – Provide preliminary graphic materials to describe in general the proposed development of the entire project site, including vehicular and pedestrian circulation; parking; snow storage; fire equipment access; buildings including entrance points for general public, deliveries, and persons with disabilities; locations for transformer and generator, existing and proposed site structures and significant natural features; wetlands, storm water management; new and existing overhead and underground utilities; existing and proposed grades; views; sun and wind orientation; vegetation; and relationship of all elements of the project to the natural and built context.
- 1.3 **Comparison of Design to Space Program** – Provide a tabular comparison of all programmed and designed areas and provide notes where significant differences occur.
- 1.4 **Preliminary Building Systems, Environmental, and Life Cycle Cost Analyses** – Provide written analysis of comparative cost and performance of alternative building envelope, structural, mechanical, electrical, and life safety systems considered, including determination and evaluation of required loads, impacts on existing building, utility, and environmental systems, and reasons for selection of recommended systems. Provide a preliminary energy model for the building and provide a LEED checklist to illustrate how the design would achieve at least LEED Silver using the most current LEED version.
- 1.5 **Preliminary Code and Regulations Review** – Provide written analysis of the applicable codes and regulations, including aspects that fundamentally influence the design approach and possible points of conflict or uncertainty.
- 1.6 **Outline Specifications** - Narrative description of and performance criteria for all principal construction materials and systems proposed for the project, including exterior and interior building materials and finishes; structural system; plumbing and piping systems and fixtures; HVAC systems including major equipment items and control systems; lighting concept and fixture types; electrical power and telecommunications systems; and other significant building or site components.
- 1.7 **Construction Cost Estimate** – Provide cost estimates based on quantities and criteria established by the SD documentation required by §§1.1 - 1.6. Indicate all assumptions, as well as probable cost impacts of unique project conditions or components.
- 1.8 **Revisions** - Provide revisions reasonably identified by the Owner for approval prior to beginning Design Development, consistent with the terms of the applicable USNH Design Professional Contract or USNH Design-Build Contract.

2. DESIGN DEVELOPMENT DOCUMENTATION REQUIREMENTS

The following documentation, as appropriate to the scope of the overall design, shall be provided at the end of Design Development (DD) for campus review and approval. These requirements apply to all design contracts regardless of the form of construction procurement.

2.1 **Summary:** The goal of the DD phase is to identify and make every design decision necessary to complete the project. The extent of decision making must include all research, evaluation, and life-cycle analysis within each engineering discipline, which may necessitate a more extensive effort than is industry standard for DD. The design team must incorporate all of the Owner's construction standards or identify proposed alternatives or deviations for Owner consideration. The design team should track and compile all notes, calculations, or other materials that have been prepared or obtained to answer Owner questions about the design intent. It is anticipated that study models for both exterior and interior will be developed throughout DD to show options and alternatives for decision making.

The DD submission may be described as an incomplete Construction Documents set that clearly communicates the full scope of all materials, building components and systems, but doesn't illustrate the full construction detailing necessary for complete Construction Documents. The submission will be reviewed for compliance to program and the approved Schematic Design submission, as well as adherence to decisions and directions given during the DD phase, and to the Owner's construction standards. In addition, the submission will be critiqued for conflicts, concerns, coordination issues, and opportunities for improvement. The submission must be approved prior to proceeding with Construction Documents.

2.2 **Content:** The minimum acceptable submission content will vary with the nature of the project and will require discussions between the design team and the Owner's design manager to determine what will be required. Likewise, a judgment call needs to be made by the design manager as to whether the intent of the submission has been achieved by the design team. In general, though, each discipline shall provide a group of documents that fully describe the design intent of all aspects and components under their responsibility. A complete DD submission will be coordinated between all disciplines and contain the following:

Minimum Design Development Submission Requirements

2.2.1 **Drawings of the Building** – Provide fully developed graphic materials including the elements described herein for the entire proposed building or buildings, typically including floor plans and reflected ceiling plans of all levels and elevations of all exterior wall surfaces at a scale not smaller than 1/8" = 1'0", showing keyed wall, door, and window types, stairs, ramps, elevators, utility rooms, closets, and plumbing fixtures; roof plan(s); building sections at a scale not less than 1/4" = 1'0" and enlarged wall sections that are all keyed on elevations and floor plans; typical interior elevations; furniture and equipment layouts of all typical and unique spaces sufficient to illustrate their functional suitability; preliminary schedules for all finishes, doors, windows, and wall types; structural foundation plan, floor framing plans and framing sections showing main member sizes; plumbing and piping plans with header diagrams; HVAC plans with preliminary calculations, single line duct layout, preliminary equipment list and locations, and control diagram showing sequence of operation; fire protection plans with riser diagram and single line piping and head layout; lighting plans with preliminary fixture schedule and switching layout and light level calculations; electrical power plans with panel schedule and locations, equipment sizes and layouts, riser diagram and load estimate; fire alarm drawings showing zones, device locations and riser diagram; and telecommunications plans with conduit and cable tray layouts, riser diagrams and locations of voice and data outlets. Room numbers in accordance with campus standards,

column lines, scale and north arrow should be shown on plans for all disciplines. Provide demolition plans as appropriate.

- 2.2.2 **Drawings of the Site** – Provide fully developed graphic materials describing the entire proposed development of the site, typically including separate dimensioned site circulation, snow storage, grading, storm water management, lighting and planting plans, and typical details or manufacturers' cuts of site lighting fixtures, signage, furnishings and structures. Provide plans for all forms of utility work and standard details. Indicate extent and details of all demolition. Provide a preliminary construction zone and fencing plan.
- 2.2.3 **Refined Comparison of Design to Space Program** – Provide an update of the SD tabular comparison of all room areas as programmed, as adjusted during DD.
- 2.2.4 **Room Numbering** - All room numbers shown on DD plans, schedules and other documents shall be established in collaboration with the Owner and shall reflect Owner's standard guidelines therefor. It is essential that room numbers be adjusted as further plan changes are made to ensure that they remain consistent with the standard guidelines.
- 2.2.5 **Refined Building Systems, Environmental, and Life Cycle Cost Analyses** - Fully developed written analysis of the initial and life cycle costs, performance characteristics, energy modeling, and operating/maintenance requirements of proposed structural, mechanical, electrical, electronic and other technical systems, including their impact on existing utilities.
- 2.2.6 **Draft specifications and manufacturers' data sheets** for all principal construction materials, equipment, fixtures and systems proposed for the project, including exterior and interior building materials and finishes, structural system, plumbing and piping systems, HVAC systems including control systems, lighting, electrical power and telecommunications systems, and other significant building or site components.
- 2.2.7 **Cost estimates** for construction shall be based on quantities and criteria established by the Design Development documentation required herein and provided in CSI format. Provide a breakdown of cost estimates for various alternates as agreed to with the Owner. If appropriate, provide a cost estimate for furnishings for spaces mutually identified with the Owner.
- 2.2.8 **Comprehensive Code and Regulations Review** – Provide a detailed description of code and regulatory requirements for the project. This should be included as a sheet at the beginning of the set of plans issued for AHJ review.
- 2.2.9 **Standards for content** –Include on every page of every document the Owner's project number. Ensure that all abbreviations and symbols used on any drawing are included in lists that identify them, and avoid including on such lists any abbreviations or symbols not used. All drawings should include a graphic scale, so they can be interpreted regardless of how they are printed or used. All finish materials need to be keyed on site plans and architectural floor plans.

3. **CONSTRUCTION DOCUMENTS DOCUMENTATION REQUIREMENTS** The following documentation shall be provided as a complete set of documents for Owner's review, use, and construction. These requirements apply to all design contracts regardless of the form of construction procurement.

- 3.1 Complete and fully coordinated final working drawings and specifications prepared and checked in accordance with the Quality Control Program required by §3.1.8 of the University System of New Hampshire/ConsensusDocs CD240 that fully describe all parts of the Work.

END OF EXHIBIT G