

UNIVERSITY OF ROCHESTER
OWNER-CONSULTANT AGREEMENT
PROJECT REQUIREMENTS LETTER

AGREEMENT made on the [] day of [], [].

Between the Owner: **UNIVERSITY OF ROCHESTER**
Planning and Project Management
271 East River Road
Box 270347
Rochester, New York 14627

and the Consultant: []

for the following Project: []

University Project Number: []

The Owner and the Consultant agree as set forth below, and in the attached Supplement to the Project Requirements Letter (**the “Supplement”, Eleventh Edition, January 10, 2017**), which is incorporated by reference into and fully integrated with the Agreement. In addition, the University of Rochester Standard General Conditions of the Contract for Construction (the “General Conditions”) are incorporated by reference into this Agreement, and the Consultant is expected to be fully familiar with the requirements contained therein. In the event of material conflicts between the provisions of this Agreement and the Supplement or the General Conditions, the more stringent requirements shall apply.

I. PROJECT SCOPE AND SERVICES

A. Project Scope

[Set forth 1 – 3 paragraph description of project, including square footage, mechanical requirements, and aesthetic considerations.]

B. Construction Budget

[Set forth with reasonable specificity the budget for the project, with specific reference to the “target budget” for Construction work.]

C. Project Schedule

[Set forth the Schedule for the Schematic Design and Design Development Phases, and target dates or milestones for the completion of construction documents, issuance of bidding documents, and commencement of construction.]

[In addition, set forth a completion date for the Project.]

D. Project Team Requirements

[List any specific individuals or subcontract consultants whose services are required on the Project; explain their role and timeframe of involvement.]

E. Elaboration of Basic Services

In addition to the Basic Services described in Article 2 of the Supplement, the Consultant shall perform the following as Basic Services:

[Set forth additional Basic Services unique to the Project.]

F. Additional Services

Pursuant to Article 3 of the Supplement, below are set forth additional services, which shall be performed by Consultant.

[List those additional services from Article 3 which are to be included for this Project.]

G. Additional Responsibilities of Owner

[Set forth any drawings, studies, or data to be supplied by Owner, as well as any responsibilities of Owner in addition to those set forth in Article 4 of the Supplement.]

H. Project Submission Requirements

Annexed to this Agreement as **Exhibit B** are the Owner's Project Submission Requirements.

II. COMPENSATION

The Owner shall compensate the Consultant as follows:

A. Basic Compensation

For Basic Services as described in Article 2 of the Supplement, and any other services included in this Agreement as part of Basic Services, Basic Compensation shall be computed as follows:

[Set forth description of how Basic Compensation is computed, e.g., lump sum, hourly (with or without not-to-exceed figure).]

Where compensation is based on a stipulated sum or percentage of Construction Cost, monthly progress payments shall be made on the basis of the following percentage of the lump-sum fee, as follows:

Schematic Design Phase:	Percent (<input type="text"/> %)	\$ <input type="text"/>
Design Development Phase:	Percent (<input type="text"/> %)	\$ <input type="text"/>
Construction Documents Phase:	Percent (<input type="text"/> %)	\$ <input type="text"/>
Bidding or Negotiation Phase:	Percent (<input type="text"/> %)	\$ <input type="text"/>
Construction Administration Phase:	Percent (<input type="text"/> %)	\$ <input type="text"/>
Post Construction Services:	Percent (<input type="text"/> %)	\$ <input type="text"/>
<input type="text"/>	Percent (<input type="text"/> %)	\$ <input type="text"/>
<input type="text"/>	Percent (<input type="text"/> %)	\$ <input type="text"/>
<input type="text"/>	Percent (<input type="text"/> %)	\$ <input type="text"/>

Total Basic Compensation = Percent (100%) \$

B. Additional Services

For Additional Services of the Consultant, as described in Article 3 of the Supplement, compensation shall be computed as follows:

[Set forth description of how compensation for Additional Services is computed.]

C. Hourly Billing Rates

The Hourly Billing Rates for Consultant's employees shall be as set forth on **Exhibit A** to this Agreement.

D. Reimbursable Expenses

For Reimbursable Expenses, a multiple of 1.0 times expenses incurred by Consultant, Consultant's employees and sub-consultants in furtherance of the Project.

E. Billing

As set forth in Article 10.3 of the Supplement.

III. MISCELLANEOUS

A. Insurance

The Consultant shall obtain and maintain insurance in accordance with Article 13 of the Supplement.

B. Initial Authorization

This Agreement initially authorizes services only through **indicate phase**. Specified written authorization will be required to proceed beyond this point.

C. Documentation

The Consultant shall address all correspondence, except invoices, to the attention of the Project Manager, **Jim Carty**. Invoices shall be addressed to the attention of the **Financial Manager**. All correspondence and invoices shall be addressed to the University of Rochester, Planning and Project Management, 271 East River Road, Box 270347, Rochester, New York 14627. All documentation shall clearly show the University's project name, and the University's project number, .

THIS AGREEMENT ENTERED INTO AS OF THE DAY AND YEAR FIRST WRITTEN ABOVE.

UNIVERSITY OF ROCHESTER

CONSULTANT

By: **Wayne Goodwin**

By: **Signer**

Its: **Director of Operations**

Its: **Title**

Project Type: **N/A**

Design Basic Services Fee Estimating Guideline %.