

**§ 1.4.14 Instruments of Service.** Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Design-Builder, Subcontractors, Architect, or Consultants under their respective agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

**§ 1.4.15 Notice**

**§ 1.4.15.1** Except as otherwise provided in Section 1.4.15.2, where the Design-Build Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission as set forth below:

*(Insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission. If the parties agree upon protocols for electronic transmission of notice, identify and attach that document.)*

Electronic submission via email shall be with a required read receipt for the transmission of the notice with a phone call follow-up to the recipient to ensure the recipient received the email.

**§ 1.4.15.2** Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

**§ 1.4.16 Owner.** The Owner is the person or entity identified as such in this Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term “Owner” means the Owner or the Owner’s authorized representative.

**§ 1.4.17 The Project.** The Project is comprised of all design and construction, of which the Work performed under the Design-Build Documents may be the whole or a part, and may include design and construction by the Owner and by Separate Contractors.

**§ 1.5** The Owner and Design-Builder may rely on the Owner’s Criteria set forth in Article 1. If the Owner’s Criteria materially changes after execution of this Agreement, the Owner and the Design-Builder shall execute a Modification to adjust the Project schedule, the Design-Builder’s services, and the Design Builder’s compensation. The Owner shall adjust the Owner’s budget in Section 1.1.6 and the Owner’s anticipated design and construction milestones, as necessary, to accommodate material changes in the Owner’s Criteria.

**ARTICLE 2 COMPENSATION AND PROGRESS PAYMENTS**

**§ 2.1 Compensation for Work Prior To Execution of Design-Build Amendment**

**§ 2.1.1** For the Design-Builder’s performance of Work prior to the execution of the Design-Build Amendment, the Owner shall compensate the Design-Builder as follows:

*(Insert amount of, or basis for, compensation, or indicate the exhibit in which the information is provided. If there will be a limit on the total amount of compensation for Work performed prior to the execution of the Design-Build Amendment, state the amount of the limit.)*

Compensation for Architect's Design and Construction Document Services: \$270,000.00 (90% of Design Fee) to be paid prior to execution of the D/B Amendment. *Note: Compensation for Architect's Construction Administration Services: \$30,000.00 will be paid during construction.*

Pre-Construction Fee: \$15,000.00

**§ 2.1.2** The hourly billing rates for services of the Design-Builder and the Design-Builder’s Architect, Consultants, and Subcontractors, if any, are set forth below. The rates shall be adjusted in accordance with the Design-Builder’s, Architect’s, Consultants’, and Subcontractors’ normal review practices.

*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Will provide hourly rates per job title as required