

Individual or Position

Rate

§ 2.1.3 Compensation for Reimbursable Expenses Prior To Execution of Design-Build Amendment

§ 2.1.3.1 Reimbursable Expenses are in addition to compensation set forth in Section 2.1.1 and 2.1.2 and include expenses directly related to the Project incurred by the Design-Builder and the Design-Builder’s Architect, Consultants, and Subcontractors, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Dedicated data and communication services, teleconferences, and Project web sites and cloud services;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 All taxes levied on professional services and on reimbursable expenses; and
- .9 Other Project-related expenditures, if authorized in advance by the Owner.

§ 2.1.3.2 For Reimbursable Expenses, the compensation shall be the expenses the Design-Builder and the Design-Builder’s Architect, Consultants, and Subcontractors incurred, plus Ten percent (10.00 %) of the expenses incurred.

§ 2.1.4 Additional Services. With the Owner’s written approval, the Design-Builder shall provide services not included in Article 4 for additional compensation. Such services may include

- .1 services necessitated by a change in the Owner’s Criteria, or previous instructions or approvals given by the Owner;
- .2 services necessitated by a material change in the Project made at the Owner’s request, including (1) a change in Project size, quality, or complexity, or (2) a change in the Owner’s schedule or budget;
- .3 changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations, or official interpretations; and
- .4 services necessitated by a failure to complete the services under Article 4 within () months of the date of this Agreement through no fault of the Design-Builder.

§ 2.1.4.5 Compensation for Additional Services. If the Owner authorizes the Design-Builder to perform additional services under Section 2.1.4, the Owner shall compensate the Design-Builder for such additional services as follows:
(Insert amount of, or basis for, compensation.)

Owner and Design/Builder will negotiate compensation if additional services are required.

§ 2.1.5 Payments to the Design-Builder Prior To Execution of Design-Build Amendment

§ 2.1.5.1 Unless otherwise agreed, payments for Work prior to execution of the Design-Build Amendment shall be made monthly upon presentation of the Design-Builder’s invoice.

§ 2.1.5.1.1 Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof, at the legal rate prevailing from time to time at the principal place of business of the Design-Builder.
(Insert rate of monthly or annual interest agreed upon.)

1.00 % monthly

§ 2.1.5.2 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times for a period of two years following execution of the Design-Build Amendment or termination of this Agreement, whichever occurs first.

§ 2.2 Payment for Early Release Work

For the Design-Builder’s performance of Early Release Work, the Owner shall pay the Design-Builder in accordance with the authorization for the Early Release Work, unless otherwise agreed to by the parties.

§ 2.3 Compensation for Work Performed After Execution of Design-Build Amendment

§ 2.3.1 For the Design-Builder’s performance of Work after execution of the Design-Build Amendment, the Owner shall