

**TERMS AND CONDITIONS OF SPECIAL SERVICES  
AGREEMENT BETWEEN OWNER AND CONSULTANT**

**1.0 CONSULTANT'S RESPONSIBILITIES**

- 1.1 The Consultant agrees to accept the Owner's program and budget and further agrees to use reasonable skill and care to accomplish said Project within the intent of the program and established budget. In the event the Consultant determines that the Project cannot be accomplished within the established budget, he shall notify in writing the Owner's Representative so that the Project scope can be reviewed and modified if necessary.
- 1.2 The Consultant shall use reasonable care to verify that all relevant information supplied to him by the Owner or Owner's Representative is correct and accurate.

**2.0 OWNER'S RESPONSIBILITIES**

- 2.1 Owner shall provide information regarding his requirements for the Project as well as information required of him in order to promote the orderly progress of the Work.
- 2.2 If the Owner observes or otherwise becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents, he shall give prompt written notice thereof to the Consultant.
- 2.3 All of the above items relating to Owner's responsibilities shall in no way abrogate the Consultant's responsibility.

**3.0 DIRECT PERSONNEL EXPENSE**

- 3.1 Direct Personnel Expense is defined as the cost of salaries and includes mandatory and customary benefits such as insurance, sick leave, vacation, holiday, pensions and other such costs that relate to employees engaged on the Project by the Consultant.
- 3.2 Employees may include, but are not necessarily limited to, architects, engineers, designers, draftsmen, specification writers, stenographers, typists and other personnel engaged in consultations, research, design, document production or other Work pertaining to the Project.
- 3.3 Should Direct Personnel Expense be selected as the method of compensation, the Consultant will submit in writing to the Owner's Representative a complete list of all employees to be engaged on the Project along with a

schedule of rates and benefits for those employees.

**4.0 CONTRACT CHANGES**

- 4.1 Consultant Contract Changes shall be provided only upon prior written authorization by the Owner's Representative and shall be paid for by the Owner as herein before provided on page two (2) of this Agreement.
- 4.2 Direct costs which may be in addition to the compensation for Special Services may include, but are not necessarily limited to the following:
  - 4.2.1 Printing costs associated with the Project.
  - 4.2.2 Meals, lodging and transportation expenses incurred while traveling in connection with the Project.
  - 4.2.3 Long distance telephone calls and telegrams made in connection with the Project.
  - 4.2.4 The cost of other services requested by the Owner and performed by the Consultant.
- 4.3 The Consultant shall be paid only for those costs set out under Compensation for Contract Changes on page two (2) of this Agreement. Payment for said services shall be at direct cost to the Consultant unless specifically set out otherwise on page two (2) of this Agreement.

**5.0 CONSULTANT'S ACCOUNTING RECORDS**

- 5.1 Records and receipts of the Consultant's Direct Personnel, Consultant and costs pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to the Owner or his authorized representatives upon request. The Owner's Representative reserves the right to withhold payment of any amounts owed to the Consultant unless or until said records and receipts are received and verified by him when requested.

**6.0 OWNER'S REPRESENTATIVE**

- 6.1 For the purposes of this agreement, the Director, Division of Facilities Management, Design and Construction, or his designee, shall serve as the Owner's Representative. No work will be accepted, nor any payments made

without approval by both the Owner and the Owner's Representative.

**7.0 CONSULTANT'S COOPERATION**

7.1 The Consultant agrees to perform his services under this Contract in such a manner and at such times so that the Owner and/or any contractor who has Work to perform, or Contracts to execute, can do so without unreasonable delay.

**8.0 OWNERSHIP OF DOCUMENTS**

8.1 All documentation generated as an instrument of service is and shall remain the property of the Owner whether the Project for which it is prepared is continued or not. It may be used by the Owner on another like Project without approval of, or additional compensation to, the Consultant, provided that the Owner accepts professional architectural and engineering responsibility for any such additional use.

**9.0 SUCCESSORS AND ASSIGNS**

9.1 The Owner and the Consultant each binds himself, his partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. The Consultant shall not assign, sublet or otherwise transfer his interest in this Agreement without the written consent of the Owner.

**10.0 DISPUTES AND DISAGREEMENTS**

10.1 In order to prevent all disputes or disagreements between the parties to this Agreement in relation to the performance on the part of the Consultant, it is expressly agreed and understood that in case any controversy or difference of opinion shall arise between the parties as to quality, quantity or value of the Work, the decision of the Director, Division of Facilities Management, Design and Construction, or his Designee shall be final and binding on all parties. Nothing contained herein shall be interpreted to restrict either party's right to pursue litigation.

**11.0 TERMINATION**

11.1 This Agreement may be terminated by the Owner's Representative upon mailing notice of termination to the Consultant at least five (5) calendar days in advance of the date of termination. In the event of termination, the Consultant shall be paid his compensation for services performed up until the date of termination subject to amounts withheld to satisfy any rightful claim or set-off by the Owner.