

**ENGINEER CONTRACT**

This Engineer Contract dated <<DATE>> between Vanderbilt University (the “Owner”) c/o Department of Facilities, 110 21st Avenue South, Nashville, Tennessee 37203, and the Engineer identified below is for services regarding **<< PROJECT NAME>>** located at or about << STREET ADDRESS>>, Nashville, Tennessee (the “Project”).

The Engineer is:

**<<** ENGINEER LEGAL NAME**>>**

<< STREET ADDRESS>>

<<CITY, STATE, ZIP CODE>>

The Engineer’s Representative is:

<<REPRESENTATIVE NAME>>

<< STREET ADDRESS>>

<<CITY, STATE, ZIP CODE>>

<<PHONE NUMBER>>

In consideration of the terms set forth herein, Owner and Engineer hereby agree as follows:

1. Agreement. This Engineer Contract and the Engineer Terms and Conditions attached hereto (a modified version of AIA Document B101 – 2017), together with the other exhibits attached hereto, form the entire and integrated agreement between the Owner and Engineer (the “Agreement”), which supersedes all prior negotiations, representations or agreements, either written or oral, and may be amended only by a written Amendment signed by both Owner and Engineer. If anything in the Engineer Terms and Conditions is inconsistent with this Engineer Contract, this Engineer Contract shall govern. Any purchase order issued by Owner to Engineer with respect to the Project is only for purposes of invoicing. Despite the terms on the face of any such purchase order, Owner’s standard Purchase Order Terms and Conditions are not applicable to the Agreement.

1. Basic Services Fee.For Engineer’s complete and proper performance of the Basic Services, Owner shall reimburse Engineer for its Reimbursable Expenses and pay Engineer the Basic Services Fee, which is a stipulated sum equal to *(check one)*:

<<DOLLAR AMOUNT IN WORDS>> Dollars ($<<###.##>>); or

<<PERCENTAGE IN WORDS>> Percent (<<##>>%) of the Cost of the Work as estimated based on the <<DOCUMENTS TO ESTABLISH THE BASIC SERVICES FEE>> approved by Owner. *(Identify the documents that will be used to finalize the Basic Services Fee as a stipulated sum, for example, Schematic Design Documents, Design Development Documents, Construction Documents, etc.)*

To the extent the Basic Services Fee includes any additional amounts for specific phases or specialty services included in the Basic Services, the Basic Services Fee includes the following amount(s) in addition to the amount stated above. <<DOLLAR AMOUNT(S) FOR EACH SPECIALTY SERVICE>>. *(Identify the additional percentages or stipulated sum(s), if not already included in the amount stated above, and identify the associated phase or service, if any, included in the Basic Services.)*

1. Additional Services. To add services to the Agreement that are outside the scope of Basic Services, the services must be added with an Amendment to the Agreement in accordance with Article 4 of the Engineer Terms and Conditions.
2. Project Description. The Project consists of:<<PROJECT DESCRIPTION>>. *(Identify and describe the Project as appropriate, for example, new construction, green field, renovation, or addition, floors, size (square footage), room numbers, building type, site improvements, proposed uses, etc.)*
3. Budget.The Owner’s budget for the Cost of the Work is *(check one)*:

<<DOLLAR AMOUNT IN WORDS>> Dollars ($<<###.##>>); or

To be determined in writing at a later date.

1. Programming.The programming to date and the programming to be performed by the Engineer as part of the Basic Services is as follows:<<PROGRAMMING DESCRIPTION>>. *(Identify and describe the programming to date, whether performed by the Engineer or others, describe any proposed or ongoing programming, and identify any programming reports or documentation.)*

1. Schedule.The current schedule for the Project shall be as follows:
   1. Design Development Phase completed within <<NUMBER>> days;
   2. Construction Documents Phase completed within <<NUMBER>> days;
   3. Approximate date of Commencement of Construction is <<DATE>>; and
   4. Approximate date of Substantial Completion is <<DATE>>.
2. Consultants. The Basic Services shall include the services of the following consultants. *(Additional entities should be added to the following list when known and applicable for any specialty services or consultants.)*
   1. <<SPECIALTY>>: <<CONSULTANT COMPANY NAME>>

<<PRINCIPAL’S NAME>>

<<STREET ADDRESS>>

<<CITY, STATE, ZIP CODE>>

<<PHONE NUMBER>>

<<E-MAIL>>

* 1. <<SPECIALTY>>: <<CONSULTANT COMPANY NAME>>

<<PRINCIPAL’S NAME>>

<<STREET ADDRESS>>

<<CITY, STATE, ZIP CODE>>

<<PHONE NUMBER>>

<<E-MAIL>>

* 1. <<SPECIALTY>>: <<CONSULTANT COMPANY NAME>>

<<PRINCIPAL’S NAME>>

<<STREET ADDRESS>>

<<CITY, STATE, ZIP CODE>>

<<PHONE NUMBER>>

<<E-MAIL>>

* 1. <<OTHER>>

1. Certificates of Insurance. The Engineer shall promptly submit certificates of insurance to the Owner verifying all the insurance coverages and requirements of Section 2.5 of the Engineer Terms and Conditions. *(Any exceptions to the Engineer’s insurance coverage requirements must be specifically described as a modification below.)*
2. Specialty Services. In addition to the services described in the Engineer Terms and Conditions as included in the Basic Services, the Basic Services also include the following specialty services: *(Identify and describe all specialty design or consultant services, for example, life safety, acoustical, building envelope, kitchen equipment consultants, etc.)*
   1. <<DESCRIPTION OF SPECIALTY SERVICE>>
   2. <<DESCRIPTION OF SPECIALTY SERVICE>>
   3. <<DESCRIPTION OF SPECIALTY SERVICE>>
3. Clarifications. Engineer’s obligations and Basic Services are as provided herein and in the Engineer Terms and Conditions except as specifically described as follows: *(List and describe in detail all assumptions, exclusions, modifications, qualifications or clarifications to the Project requirements, the Engineer’s obligations and the Basic Services as described in the Engineer Terms and Conditions. Proposal letters and other documents drafted by the Engineer should not be attached as an exhibit.)*
   1. <<DESCRIPTION OF MODIFICATION OR CLARIFICATION>>
   2. <<DESCRIPTION OF MODIFICATION OR CLARIFICATION>>
   3. <<DESCRIPTION OF MODIFICATION OR CLARIFICATION>>
4. Exhibits. The following exhibits are hereby incorporated into the Agreement. *(Proposal letters and other documents drafted by the Engineer should not be attached as an exhibit.)*
   1. **Exhibit A: Engineer Terms and Conditions**, which is a modified version of AIA Document B101™ – 2017”
   2. **Exhibit B: Hourly Billing Rates**
   3. **Exhibit C: Certificate(s) of Insurance**
   4. **Exhibit D:** <<NAME OF EXHIBIT>>
   5. **Exhibit E:** <<NAME OF EXHIBIT>>
   6. <<LIST OTHER EXHIBITS>>

The Agreement is signed as of the day and year written below, but effective as of the date described in the Engineer Terms and Conditions.

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| --- | --- |
| OWNER  VANDERBILT UNIVERSITY  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  By: <<NAME OF SIGNEE>>  Title: <<POSITION OF SIGNEE>>  Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | ENGINEER  << ENGINEER LEGAL NAME >>  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  By: <<NAME OF SIGNEE>>  Title: <<POSITION OF SIGNEE>>  Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |