Chapter 2: Designer Agreements and Payments

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2.7 EXAMPLE INVOICE FORMATS

2.1 STANDARD FORMS OF AGREEMENT

The standard forms of agreement between Owner and Designer used by The University of Tennessee under authority of the State Building Commission are as listed below. Example forms of agreement are provided in Appendix 1.

1. Standard Form of Agreement Between Owner and Designer.
2. Standard Terms and Conditions for Agreements Between Owner and Designer.
3. Standard Form of Supplement to an Agreement Between Owner and Designer.

2.2 STANDARD FORM OF AGREEMENT BETWEEN OWNER AND DESIGNER

A. Owner Initiation: The Owner will inform the Designer of selection as Designer for the Project and request completion of a Designer Information Form shown in Appendix 1. The Owner will prepare the Agreement utilizing Project information and information the Designer provides on the form. The Owner will transmit the prepared Agreement to the Designer with attachments. Listed below are Additional comments on portions of the Agreement prepared by the Owner.

1. Project information on the Agreement corresponds to the project information approved by the State Building Commission.

2. Design Phases to be completed for the Designer’s Basic Services correspond to those authorized by the State Building Commission. Design Phases are defined in the Terms and Conditions.
3. The Designer’s Basic Services are most often compensated by a Lump Sum Fee calculated as a percent of the Maximum Allowable Construction Cost (MACC) in accordance with the formula provided in the Terms and Conditions. Example calculations for a Lump Sum Fee for Basic Services are provided below. Calculated fees amounts are rounded to the nearest dollar.

   **New Construction Project:**  $2,000,000 MACC  
   Fee Percentage: \( \frac{35}{\log (2,000,000) - 1.15} \) = 6.795\%  
   Fee: \( 2,000,000 \times 0.06795 = $135,895.00 \)

   **Renovation Project:**  $1,000,000 MACC  
   Fee Percentage: \( \frac{35}{\log (1,000,000) - 1.15} \) = 7.216\%  
   Fee: \( 1,000,000 \times 0.07216 \times 1.25 = $90,206.00 \)

4. When the Designer’s compensation for Basic Services is by a multiple of Direct Expense with a Not to Exceed Maximum Fee, the maximum amount is normally not more than what a Lump Sum Fee would be.

5. Only the Principal(s) can act for the Designer in execution of the Agreement and subsequent modifications. The Principal(s) receive no more than the hourly compensation at the Principal’s rate shown on the Agreement.

6. In accordance with the Office of the State Architect policy as a supplement to its Designer Selection Process Policy, all Designers selected for the performance of design services on any SBC approved project shall prior to the performance of any of design services furnish to the State, in form and substance acceptable to it, a certificate of insurance verifying that the Designer has Professional Liability Insurance Coverage in place in the minimum amount of the lesser of One Million Dollars or the amount stated in any Request for Qualification, Request for Letters of Interest or direct solicitation.

   Please show the following as the Certificate Holder:
   The University of Tennessee  
   Division Facilities Planning  
   5723 Middlebrook Pike, Suite 119  
   Knoxville, TN  37996-0040

   In the Certificate’s text box that is available for comments show the Project Title and SBC Number.

7. Discussion between the Owner and the Designer is required to fill in the Schedule information.

   If the Designer’s Basic Services include services through the Design Development Phase, described through paragraph 2-1-21 of the Standard Terms and Conditions, the first box is marked and a number, indicating the number of calendar days, is filled in, thus setting the deadline for the Design Development Phase in terms of calendar days after receipt of the fully executed copy of the Designer’s Agreement.

   If the Designer’s Basic Services include services through the Construction Document Phase, described through paragraph 2-1-26 of the Standard Terms and Conditions, the second box is marked and a number indicating the number of calendar days is filled in; thus setting the deadline for the Construction Document Phase in terms of calendar days after approval of the work performed through the Design Development Phase.

**B. Completion by the Designer:** Complete three copies and attachments as described below.
and return them to the Owner.

1. **Designer Signature on Agreement and Exhibit A Counterparts:** Each of the three copies of the Agreement and the corresponding Exhibit A shall be signed by an individual legally empowered to bind Designer to Contract, and listed in B.3.3 of the Agreement. If a joint venture, an authorized individual of each firm shall sign.

2. **Designer Professional Liability Certificate of Insurance:** Attach to each copy of the Agreement a certificate or certificates showing the names of insured, producer, and carrier(s), coverage complying with Part C of the Agreement, the Owner as certificate holder, and the customary stipulation of notice in the event of change or renewal. When the Designer is a Joint Venture, certificates shall recognize the Joint Venture relationship, and the limit of liability for each firm in the Joint Venture shall not be less than the required total limit divided by the number of firms. Values of all limits and deductibles need to be given in like units.

3. **Designer W-9 form with Minority Status form:** Provide the Owner a completed W-9 / Minority Status form.

C. **Execution by the Owner:**

1. **Review and Approval:** The Owner transmits the three Designer-signed copies of the Agreement to the State Architect or his designee for review and approval signature and date. Two copies are returned to the Owner.

2. **Owner Signatures:** The Owner secures the required Owner signatures, returns one fully signed copy to the Designer, and retains one fully signed copy.

### 2.3 STANDARD FORM OF SUPPLEMENT TO AN AGREEMENT

The Standard Form of Supplement is used for modification of an Agreement. The Supplement is processed in a manner similar to the Agreement; it is initiated by the Owner, completed by the Designer, and then signed by the Owner. However, a Supplement to an Agreement does not require review and approval by the State Architect. Additional information on Agreement modifications by a Supplement is provided below.

1. **Copies:** Three copies of a Supplement are prepared.

2. **Part A:** Part A provides information on the original Agreement, Supplements prior to this Supplement, and the required Design Services and MACC cumulatively established by those documents.

3. **Part B:** Part B provides information on the Scope of the project, MACC, required Design Services, and compensation to the Designer cumulatively established by the original Agreement, prior Supplements, and this Supplement. Additional language may be added to Paragraph B.1 by the Owner to stipulate changes not otherwise addressed in Part B such as changes in the parties, consultants, hourly rates of compensation, or the Terms and Conditions.

4. **Part C:** Part C provides the amount of professional liability insurance coverage required by the Owner for the project including this Supplement. When appropriate, the Designer shall attach updated insurance certificates. New certificates shall be required if prior certificates have expired.

5. **Part D:** Part D provides the schedule requirements cumulatively established by the original Agreement, prior Supplements, and this Supplement. Additional language may be added to Paragraph D.1 by the Owner to further describe schedule requirements such as project phasing.
2.4 ADDITIONAL SERVICES PROVIDED UNDER AGREEMENTS

Additional Services may be provided by the Designer to the Owner under the previously
executed Agreement in accordance with the Terms and Conditions. Additional Services
require written Owner approval prior to the time the Additional Services are rendered. The
Owner’s written approval is typically made in response to the Designer’s written proposal
for Additional Services. All invoices for these services shall be submitted prior to final
billing for Basic Services.

Additional Services can include but are not limited to the following:

1. Additional design work not included in Basic Services.
2. Interior / FF&E design services.
3. Special construction activity observation and inspection services.
4. Consultant services of all kinds: acoustic, lighting, exterior envelope, audio
visual, special equipment or function design, etc.
5. Special renderings, 3-D modeling, and graphic presentations.

2.5 REIMBURSABLE EXPENSES INCURRED UNDER AGREEMENTS

In accordance with the Terms and Conditions, Reimbursable Expenses incurred by the
Designer may be submitted to the Owner for payment. The Designer’s Reimbursable
Expenses for travel expenses and bidding document printing do not require prior Owner
approval. All other Reimbursable Expenses require the Owner’s prior written approval.

Reimbursable expenses can include but are not limited to the following:

1. Surveying services.
2. Geotechnical engineering and testing services.
3. Environmental hazard (e.g. asbestos) sampling and assessment,
remediation design, and remediation monitoring.
4. Construction testing services.

2.6 PAYMENTS TO DESIGNERS

A. Executed Agreement Receipt Prior to First Invoice: No invoice shall be submitted before
the Designer’s receipt of the fully executed Agreement from the Owner.

B. Separate Invoices: Separate invoices are required for the following services and
expenses.
1. Basic Services.
2. Additional Services.
3. Reimbursable Expenses, with a separate invoice for each separately approved
reimbursable service.
4. Travel Expenses, with separate detail information for each traveler.
5. Pass-Through Costs.

C. Essential Invoice Components: Each invoice shall include the following.
1. The invoice date.
2. A unique invoice number.
3. The Designer’s name.
4. The Designer’s remit to address.
5. The Project title as shown on the Agreement.
6. The Project SBC Number as shown on the Agreement.
7. Extent of services provided thus far.
8. Differentiate portions of the project which are progressing on different timetables or are subject to separate approvals.
9. Amount invoiced to date from all prior invoices.
10. Amount to remit.
11. Submit two hard copies to the Owner.
12. Attach an executed and dated copy of Exhibit A (attach to the original invoice and both copies).

D. Invoices for Compensation by a Lump Sum Fee: Invoices for services compensated by a Lump Sum Fee shall provide information on the period of time being invoiced, the current fee, and invoice amount for each phase, and other information as shown in the example invoice format herein.

E. Invoices for Compensation by a Multiple of Direct Expense: Invoices for services compensated by a Multiple of Direct Expense shall provide information on the period of time being invoiced, billable rates, hours worked, and other information as shown in the example invoice format provided herein. Consultant invoices with details of billable rates and hours billed shall be attached.

F. Invoices for Additional Services: Invoices for Additional Services shall generally follow the guidelines for either compensation by a Lump Sum Fee or compensation by a Multiple of Direct Expense in accordance with the type of compensation for the Additional Services.

G. Invoices for Reimbursable Expenses:
   1. Invoices for Reimbursable Expenses shall attach an invoice if the service was provided to the Designer and shall provide information to identify the expense and other information as shown in the example invoice format provided herein. Service provider invoices with details of charges shall be attached.
   2. Follow the Owner-Designer Agreement Terms, in particular paragraph 2-1-7 and Article 6.
   3. Postage, delivery, and other handling costs for design submittals, construction documents, and correspondence will not be reimbursed.

H. Invoices for Travel Expenses:
   1. Travel expenses shall be itemized separately from other reimbursable expenses. The Terms and Conditions define the requirements for travel expenses.
   2. Receipts for each travel expense item being reimbursed for the actual amount shall be submitted with the travel expense invoice. Do not submit receipts for travel expenses covered by the meals and incidentals daily allowance.
   3. The vehicle standard mileage rate, the daily lodging allowance, and the meals allowance are defined by The University of Tennessee Travel Reimbursement Rate Schedule which is revised from time to time. The allowances are based on the General Services Administration rates for the continental United States (CONUS rates). The current Schedule can be found through the following Web site.
4. Travel expenses are reimbursable only if project related travel is required to a destination outside a 50 mile radius of the Designer's or Designer's Consultant's principal place of business. Expenses for project related travel within the 50 mile radius are not reimbursed.

5. The 50 mile radius requirement applies to a Designer's vehicle mileage expenses as well, meaning that vehicle mileage expenses for project related travel within the 50 mile radius are not reimbursed. For example, if the Designer's vehicle is used on a project related trip 85 miles to a destination and 85 miles back to the Designer's principal place of business, then 70 miles of vehicle mileage is reimbursable at the standard mileage rate (85 miles minus 50 miles is 35 miles; then multiply 35 miles times 2 for both legs of the trip to get 70 miles).

6. Meals are reimbursed only when associated with overnight travel.

I. Final Invoice: Provide documents required by the Standard Terms and Conditions prior to the final request for payment. An SBC-25 Form as shown in Appendix 1 must be completed and submitted with the final Designer invoice.
### Basic Services
Compensated by a Lump Sum Fee

To: Division of Facilities Planning  
The University of Tennessee  
5723 Middlebook Pike, Suite 119  
Knoxville, TN  
37996-0040

Example Invoice

Invoice Date: May 1, 2013  
Invoice Number: A-54321

Designer: A-to-Z Design Firm  
Remit to Address: 555 Fifth Street, Uptown, TN 37555-1234

Project: University Classroom Building  
SBC No.: 540/XX-YY-ZZZZ  
Services / Expenses: Basic Services, Paragraphs 2-1-1 through 2-1-41  
Compensated by Lump Sum Fee

Current Approved Fee: $400,000.00

Invoice Period: April 1, 2013, through April 30, 2013

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<th>Design Phase</th>
<th>Phase Percent</th>
<th>Fee</th>
<th>Phase % Complete</th>
<th>Cumulative Amount Due</th>
<th>Prior Invoices</th>
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<td><strong>$2,360.00</strong></td>
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* Construction Phase Percent Complete in proportion to gross progress payments to Contractor per Terms Sections 7-5.

Attachment:  
Completed Exhibit A, signed and dated May 1, 2013
Basic Services  
Compensated by a Multiple of Direct Expense with a Maximum Fee

To: Division of Facilities Planning  
The University of Tennessee  
5723 Middlebook Pike, Suite 119  
Knoxville, TN 37996-0040

Example Invoice

Invoice Date: May 1, 2013  
Invoice Number: B-54321

Designer: A-to-Z Design Firm  
Remit to Address: 555 Fifth Street, Uptown, TN 37555-1234

Project: University Classroom Building  
SBC No.: 540/XX-YY-ZZZZ  
Services / Expenses: Basic Services, Paragraphs 2-1-1 through 2-1-17  
Compensated by a Multiple of Direct Expense with a Maximum Fee

Current Approved Fee: $22,500.00  
Maximum Fee

Invoice Period: April 1, 2013, through April 30, 2013

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<th>Cumulative Hours X Rate</th>
<th>Prior Invoices</th>
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<td><strong>2,980.50</strong></td>
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<td><strong>1,458.96</strong></td>
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</table>

**Grand Total**  $10,729.50  $6,246.04  $4,483.46

Attachment:  
Invoices from quality Consultant Co. and EngineerHelp, Inc. with details of hourly rates and hours billed.  
Completed Exhibit A, signed and dated May 1, 2013
Additional Services
Compensated by a Multiple of Direct Expense with a Maximum Fee

To: Division of Facilities Planning
    The University of Tennessee
    5723 Middlebook Pike, Suite 119
    Knoxville, TN 37996-0040

Example Invoice

Invoice Date: May 1, 2013
Invoice Number: C-54321

Designer: A-to-Z Design Firm
Remit to Address: 555 Fifth Street, Uptown, TN 37555-1234

Project: University Classroom Building
SBC No.: 540/XX-YY-ZZZZ
Services / Expenses: Basic Services, Paragraphs 2-1-1 through 2-1-17
Compensated by a Multiple of Direct Expense with a Maximum Fee
Current Approved Fee: $19,000.00 Maximum Fee

Invoice Period: April 1, 2013, through April 30, 2013

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<td>Principal Betty</td>
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<th>Period Inv X 1.2 Multiple</th>
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Grand Total | $9,633.50 | $5,294.58 | $4,338.92 |

Attachment:
Invoices from Millwork Mavens and Consuelo Consultant with details of hourly rates and hours billed.
Completed Exhibit A, signed and dated May 1, 2013
Reimbursable Expenses
For Bid Document Printing

Example Invoice

To: Division of Facilities Planning
   The University of Tennessee
   5723 Middlebook Pike, Suite 119
   Knoxville, TN 37996-0040

Invoice Date: May 1, 2013
Invoice Number: D-54321

Designer: A-to-Z Design Firm
Remit to Address: 555 Fifth Street, Uptown, TN 37555-1234

Project: University Classroom Building
SBC No.: 540/XX-YY-ZZZZ
Services / Expenses: Reimbursable Expenses
Bid Document Printing

Invoice Period: April 1, 2013, through April 30, 2013

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<th>Reimbursable Expense</th>
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<th>Amount to Remit</th>
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Attachment:
Invoices 1 & 2 from All-Right Printing Services and invoice from Rabbit Reproduction Co.
**Reimbursable Expenses**

**For Professional Services**

To: Division of Facilities Planning  
The University of Tennessee  
5723 Middlebook Pike, Suite 119  
Knoxville, TN 37996-0040

Example Invoice

Invoice Date: May 1, 2013  
Invoice Number: E-54321

Designer: A-to-Z Design Firm  
Remit to Address: 555 Fifth Street, Uptown, TN 37555-1234

Project: University Classroom Building  
SBC No.: 540/XX-YY-ZZZZ  
Services / Expenses: Reimbursable Expenses

Testing Services

Invoice Period: April 1, 2013, through April 30, 2013

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Attachment:  
Invoices A1 and A2 from Rocky Soil Testers
Travel Expenses

To: Division of Facilities Planning
The University of Tennessee
5723 Middlebook Pike, Suite 119
Knoxville, TN 37996-0040

Example Invoice

Invoice Date: May 1, 2013
Invoice Number: F-54321

Designer: A-to-Z Design Firm
Remit to Address: 555 Fifth Street, Uptown, TN 37555-1234

Project: University Classroom Building
SBC No.: 540/XX-YY-ZZZZ
Services / Expenses: Travel Expenses
Jane Doe

Invoice Period: April 1, 2013, through April 30, 2013

Principal Place of Business: Chattanooga, TN
Travel Destination: Knoxville, TN

<table>
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<th>Date</th>
<th>Hours in Travel Status</th>
<th>Percent of Meal Allowance</th>
<th>Allowed Meal Expense</th>
<th>Lodging Expense</th>
<th>Lodging Tax Expense</th>
<th>Airline</th>
<th>Mileage Expense</th>
<th>Other Expense (e.g. taxi)</th>
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<td>8:30:00</td>
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<td>$66.96</td>
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</table>

Grand Total Reimbursable Travel Expense for Traveler $490.12

Attachment:
Traveler’s receipts for lodging (showing tax), airline, and other expenses

END OF CHAPTER