

PROJECT **(Name of Project)**
(Location of Project)

ARCHITECTURAL CONSULTANCY
AGREEMENT

AGREEMENT NO. XXXX XXXX XXXX XXXX
BETWEEN OWNER (NAME OF OWNER)
AND ARCHITECT (NAME OF FIRM)

NAME OF MONTH WITH YEAR 201__

Project (Name of Project)
(Location of Project)

**Architectural Consultancy Agreement
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**ARCHITECTURAL CONSULTANCY
AGREEMENT**

ENTER (TITLE OF PROJECT)
ARCHITECTURAL CONSULTANCY AGREEMENT

1.0 BASIC INFORMATION

1.1 AGREEMENT made as of the __ month 201__
on _____ of month Two Thousand _____ **BETWEEN**

1.2 THE OWNER

Name / Legal Status of Owner (())
Business / Residential Address (())

1.3 ARCHITECT

Name of Architect/ Firm (())
Office Address (())

For the following project

Title of Project (())
Address / Location of Project (())

1.4 SERVICES TO BE PERFORMED

Owner shall employ the Services of Architect for its _____ Project

The Architect shall perform its services consistent with the professional skill and care and the orderly progress of the project.

Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this project.

2.0 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding between the Parties. No covenants or representations not contained in this Agreement shall be binding upon the Parties. This Agreement may be modified only by means of a written amendment duly executed by Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective the date above written.

OWNER

ARCHITECT

Signature

Signature

Name

Name

Title

Title

Date

Date

3.0 PROJECT INFORMATION

The Owner program of the project
(Identify documentation or state the manner in which the program will be developed).

(())
(())

3.1 The Project Physical Characteristics

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

(())
(())

3.2 The Owner's budget for the cost of the Work, as defined in Section ____:

(Provide total, and if known, a line item break down.)

(())
(())

3.3 The Owner's other anticipated scheduling information, if any, not provided in Section ____.

(())
(())

3.4 The Owner intends the following procurement or delivery method for the project.

(Identify method such as competitive bid, negotiated contract, or construction management.)

(())
(())

3.5 Other Project information.

(Identify special characteristics or needs of the Project not provided elsewhere, such as Leed compliance or certification, environmentally responsible design or historic preservation requirements.)

(())
(())

4.0 PROJECT TEAM

4.1 The Owner identifies the following representative in accordance with Section ____
(List name, address and other information.)

(())
(())
(())
(())

4.2 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address and other information.)

(())
(())
(())
(())

4.3 The Owner will retain the following consultants and contractors:
(List discipline and, if known, identify them by name and address.)

(())
(())
(())
(())

4.4 The Architect identifies the following representative in accordance with Section ____:
(List name, address and other information.)

(())
(())
(())
(())

ENTER (TITLE OF PROJECT)
ARCHITECTURAL CONSULTANCY AGREEMENT

4.5 The Architect will retain the consultants identified in Section ____ and _____.
(List discipline and, if known, identify them by name legal status, address and other information.)

4.5.1 Consultants retained under Basic Services:

1. Structural Engineer

(())
(())
(())

2. Mechanical Engineer

(())
(())
(())

3. Electrical Engineer

(())
(())
(())

4.5.2 Consultants retained under Additional Services

(())
(())

4.6 Other Initial information on which the Agreement is based:
(Provide other Initial Information.)

(())
(())

5.0 SCOPE OF ARCHITECT'S BASIC SERVICES

5.1 General

- 5.1.1 The Architect's Basic Services consist of those described in Article ____ and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article ____ are Additional Services.
- 5.1.2 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.
- 5.1.3 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.
- 5.1.4 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary as the Project proceeds until the commencement of construction.
- 5.1.5 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.
- 5.1.6 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.
- 5.1.7 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

5.2 Schematic Design Phase Services

- 5.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.
- 5.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.
- 5.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.
- 5.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.
- 5.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.
 - 5.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article ____.
 - 5.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.
- 5.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section _____.
- 5.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

5.3 Design Development Phase Services

- 5.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.
- 5.3.2 The Architect shall update the estimate of the Cost of the Work.
- 5.3.3 The Architect shall submit the Design Development documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

5.4 Construction Documents Phase Services

- 5.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section _____.
- 5.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.
- 5.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.
- 5.4.4 The Architect shall update the estimate for the Cost of the Work.
- 5.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section _____, and request the Owner's approval.

5.5 Bidding or Negotiation Phase Services

5.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

5.5.2 Competitive Bidding

5.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

5.5.2.2 The Architect shall assist the Owner in bidding the Project by

- i. procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- ii. distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- iii. organizing and conducting a pre-bid conference for prospective bidders;
- iv. preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- v. organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

5.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

5.5.3 Negotiated Proposals

5.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

5.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- i. procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- ii. organizing and participating in selection interviews with prospective contractors; and
- iii. participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

5.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

5.6 Construction Phase Services

5.6.1 General

5.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below, General Conditions of the Contract for Construction. If the Owner and Contractor modify, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

5.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

5.6.1.3 Subject to Section _____, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

5.6.2 Evaluations of the Work

5.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section _____, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

5.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

5.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

5.6.3 Certificates for Payment to Contractor

- 5.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section _____ and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.
- 5.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.
- 5.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

5.6.4 Submittals

- 5.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.
- 5.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- 5.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.
- 5.6.4.4 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

5.6.5 Changes in the work

5.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section _____, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

5.6.5.2 The Architect shall maintain records relative to changes in the Work.

5.6.6 Project Completion

5.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

5.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

5.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

5.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retain-age or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

5.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

5.7 Duty of Care and Exercise of Authority

- 5.7.1 The Architect shall exercise reasonable skill, care and diligence in the performance of his obligations under the Agreement and perform the Services efficiently in a good and workmanlike manner and otherwise in line with the best practices within its industry. In performing the Services the Architect shall act as the faithful adviser to the Owner and shall safeguard the legitimate interest of the Owner. Any review or approval by the Owner or any of its advisors or Architects of any reports, plans, drawings, specifications, designs or recommendations made by the Architect shall not absolve the Architect of any of his obligations under this provision.
- 5.7.2 Where the Services include the exercise of powers or performance of duties authorized or required by the terms of a contract between the Owner and any third party, the Architect shall:
- (a) act in accordance with the contract provided that the details of such powers and duties are acceptable to him where they are not described else where.
 - (b) if authorized to certify, decide or exercise discretion, do so fairly between the Owner and third party not as an arbitrator but as an independent professional acts by his skill and judgment.
 - (c) if so authorized vary the obligations of any third party, subject to obtaining the prior approval of the Owner to any variation which can have an important effect on costs or quality or time (except in any emergency when the Architect shall inform the Owner as soon as practicable).

ENTER (TITLE OF PROJECT)
ARCHITECTURAL CONSULTANCY AGREEMENT

6.0 ADDITIONAL SERVICES

6.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section _____.
(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section ____ or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility <i>(Architect, Owner or Not Provided)</i>	Location of Service Description <i>(Section ____ below or in an exhibit attached to this document and identified below)</i>
6.1.1	Programming	
6.1.2	Multiple preliminary designs	
6.1.3	Measured drawings	
6.1.4	Existing facilities surveys	
6.1.5	Site Evaluation and Planning	
6.1.6	Building information modeling	
6.1.7	Civil engineering	
6.1.8	Landscape design	
6.1.9	Architectural Interior Design	
6.1.10	Value Analysis	
6.1.11	Detailed cost estimating	
6.1.12	On-site project representation	
6.1.13	Conformed construction documents	
6.1.14	As-Designed Record drawings	
6.1.15	As-Constructed Record drawings	
6.1.16	Post occupancy evaluation	
6.1.17	Facility Support Services	
6.1.18	Tenant-related services	
6.1.19	Coordination of Owner's Architects	
6.1.20	Telecommunications/data design	
6.1.21	Security Evaluation and Planning	
6.1.22	Commissioning	
6.1.23	Extensive environmentally responsible design	
6.1.24	LEED® Certification	
6.1.25	Fast-track design services	
6.1.26	Historic Preservation	
6.1.27	Furniture, Furnishings, and Equipment Design	

ENTER (TITLE OF PROJECT)
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6.2 Insert a description of each Additional Service designated in Section _____ as the Architect's responsibility, if not further described in an exhibit attached to this document.

(())

6.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section _____ shall entitle the Architect to compensation pursuant to Section _____ and an appropriate adjustment in the Architect's schedule.

6.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- i. Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- ii. Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED certification;
- iii. Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- iv. Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's Architects or contractors;
- v. Preparing digital data for transmission to the Owner's Architects and contractors, or to other Owner authorized recipients;
- vi. Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- vii. Preparation for, and attendance at, a public presentation, meeting or hearing;
- viii. Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- ix. Evaluation of the qualifications of bidders or persons providing proposals;
- x. Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- xi. Assistance to the Initial Decision Maker, if other than the Architect.

- 6.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:
- i. Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
 - ii. Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
 - iii. Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
 - iv. Evaluating an extensive number of Claims as the Initial Decision Maker;
 - v. Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
 - vi. To the extent the Architect's Basic Services are affected, providing Construction Phase Services _____ days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.
- 6.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:
- i. Reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
 - ii. Visits to the site by the Architect over the duration of the Project during construction
 - iii. Inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
 - iv. Inspections for any portion of the Work to determine final completion
- 6.3.4 If the services covered by this Agreement have not been completed within months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

7.0 OWNER'S RESPONSIBILITIES

7.1 Information

- 7.1.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within ____ days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.
- 7.1.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section _____ (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.
- 7.1.3 The Owner shall coordinate the services of its own Architects with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's Architects. The Owner shall furnish the services of Architects other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its Architects maintain professional liability insurance as appropriate to the services provided.

7.2 Decisions

- 7.2.1 Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.
- 7.2.2 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's Architects through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

7.3 Assistance

- 7.3.1 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.
- 7.3.2 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.
- 7.3.3 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

7.4 Equipment and Facilities

7.4.1 Owner's shall make available free of cost to the Architect for the purpose of the services the equipment and facilities described in Appendix _____.

7.5 Owner's Representative

7.5.1 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

7.6 Services of others

7.6.1 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

7.6.2 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

7.6.3 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

8.0 LIABILITY AND INSURANCE

8.1 Liability of the Architect

8.1.1 The Architect shall only be liable to pay compensation for any loss or damage to the Owner arising out of or in connection with the breach of any obligation of the Architect under this Agreement.

8.2 Liability of the Owner

8.2.1 The Owner shall be liable to the Architect if a breach of his duty to the Architect is established against the Owner.

8.3 Compensation

8.3.1 If it is considered that either party is liable to the other, compensation shall be payable only on the following terms:

- i. Such compensation shall be limited to the amount of reasonably foreseeable loss and damage suffered as a result of such breach, but not otherwise.
- ii. In any event, the amount of such compensation will be limited to the amount specified in Clause ____.
- iii. If either party is considered to be liable jointly with third parties to the other, the proportion of compensation payable by him shall be limited to that proportion of liability which is attributable to his breach.

8.4 Duration of Liability

8.4.1 Neither the Owner nor the Architect shall be considered liable for any loss or damage resulting from any occurrence unless a claim is formally made on him before the expiry of the relevant period stated in the Appendices, or such earlier date as may be prescribed by law.

8.5 Limit of Compensation and Indemnity

8.5.1 Limit of Compensation

- i. The maximum amount of compensation payable by either party to the other in respect of liability under Clause ____ is limited to the amount stated in the Appendices. This limit is without prejudice to any Agreed Compensation specified under Clause ____ (ii) or otherwise imposed by the Agreement.
- ii. Each party agrees to waive all claims against the other in so far as the aggregate of compensation which might otherwise be payable exceeds the maximum amount payable.

8.5.2 Indemnity

So far as the applicable law permits, the Owner shall indemnify the Architect against the adverse effects of all claims including such claims by third parties which arise out of or in connection with any act or omission of the Owner in connection with this Agreement except insofar as they are:

- i. except insofar as they are covered by the insurances arranged under the terms of Clause ____.
- ii. made after the expiry of the period of liability referred to in Clause ____.
- iii. arise out of any negligence, breach of duty or misconduct of the Architect or any of its personnel or sub-Architects.

8.5.3 Exceptions

Clauses _____ and _____ do not apply to claims arising:

- i. from deliberate default or reckless misconduct, or
- ii. otherwise than in connection with the performance of obligations under the Agreement.

8.5.4 Indemnity by Architect

The Architect shall indemnify and hold harmless the Owner against all claims, actions, proceedings demands and costs, including legal fees and expenses in connection therewith, arising as a result of :

- i. Any death, injury or damage to the property of any third party (including personnel of the Owner or the Architect) caused by any error, omission, negligence or willful act of the Architect or his personnel; and
- ii. Any infringement by the Architect in the course of performing the Services of any copyright, patented invention, article, design or proprietary process of any third party.

8.5.5 Insurance for Liability and Indemnity

The Owner can request in writing that the Architect

- i. insures against his liability under Clause _____,
- ii. increases his insurance against liability under Clause _____ over that for which he was insured at the date of the Owner's first invitation to him for a proposal for the Services,
- iii. insures against public/third party liability,
- iv. increases his insurance against public/third party liability over that for which he was insured at the date of the Owner's first invitation to him for a proposal for the Services,
- v. effects other insurances.

If so requested, the Architect shall make all reasonable efforts to effect such insurance or increase in insurance with an insurer and on terms acceptable to the Owner.

The cost of such insurance or increase in insurance shall be at the expense of the Owner.

8.5.6 Insurance of Owner's Property

Unless otherwise requested by the Owner in writing the Architect shall make all reasonable efforts to insure on terms acceptable to the Owner:

- i. against loss or damage to the property of the Owner supplied or paid for under Clause _____.
- ii. against liabilities arising out of the use of such property.

The cost of such insurance shall be at the expense of the Owner

9.0 PERSONNEL

9.1 Supply of Personnel

9.1.1 The personnel who are sent by the Architect to work in the country of the Project shall have been physically examined and found fit for their assignments, shall possess qualifications, professional competence and experience to carry out the Services in accordance with the best practices in the industry and shall be acceptable to the Owner.

9.2 Representatives

9.2. The administration of the Agreement each party shall designate the official or individual to be his representative. If required by the Owner, the Architect shall designate an individual to liaise with the Owner's representative in the country of the Project.

9.3 Changes in Personnel

9.3.1 If it is necessary to replace any person, the party responsible for the appointment shall immediately arrange for replacement by a person of comparable competence.

9.3.2 The cost of such replacement shall be borne by the party responsible for the appointment except that if the replacement is requested by the other party

- i. such request shall be in writing stating the reasons for it and
- ii. party making the request shall bear the cost of replacement unless misconduct or inability to perform satisfactorily is established as the reason.

10.0 COMMENCEMENT, COMPLETION, ALTERATION AND TERMINATION OF THE AGREEMENT

10.1 Agreement Effective

10.1.1 The Agreement is effective from the date of receipt by the Architect of the Owner's Letter of Acceptance of the Architect's proposal or of the latest signature necessary to complete the Formal Agreement, if any, whichever is the later.

10.2 Commencement and Completion

10.2.1 The Services shall be commenced and completed at the times or within the periods stated in the Appendices subject to extensions in accordance with the Agreement.

10.3 Variations

10.3.1 The Agreement can be varied on application by either party by written agreement of the parties.

10.4 Further Proposals

10.4.1 If requested by the Owner in writing, the Architect shall submit proposals for altering the Services. The preparation and submission of such proposals shall be an Additional Service.

10.5 Delays

10.5.1 If the services are impeded or delayed by the Owner or his contractors so as to increase the amount or duration of the Services:

- i. The Architect shall inform the Owner of the circumstances and probable effects.
- ii. The increase shall be regarded as Additional Services.
- iii. The time for completion of the Services shall be increased accordingly.

10.6 Changed Circumstances

10.6.1 If circumstances arise for which the Architect is not responsible and which make it irresponsible or impossible for him to perform in whole or in part the Services in accordance with the Agreement he shall promptly dispatch a notice to the Owner.

10.6.2 In these circumstances if certain Services have to be suspended, the time for their completion shall be extended until the circumstances no longer apply plus a reasonable period not exceeding ____ days for resumption of them.

10.6.3 If the speed of performing certain Services has to be reduced, the time for their completion shall be extended as may be made necessary by the circumstances.

11.0 TERMINATION OR SUSPENSION

- 11.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give _____ days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.
- 11.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.
- 11.3 If the Owner suspends the Project for more than _____ cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than _____ days' written notice.
- 11.4 Either party may terminate this Agreement upon not less than _____ days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.
- 11.5 The Owner may terminate this Agreement upon not less than _____ days' written notice to the Architect for the Owner's convenience and without cause.
- 11.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section _____.
- 11.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.
- 11.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article _____ and Section _____.

12.0 CLAIMS AND DISPUTES

12.1 General

- 12.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section _____.
- 12.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.
- 12.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section _____.

12.2 Mediation

- 12.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.
- 12.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of _____ days from the date of filing, unless stayed for a longer period by agreement of parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.
- 12.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

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- 12.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section _____, the method of binding dispute resolution shall be the following:
(Check appropriate box. If the Owner & Architect don't select a method of binding dispute resolution below, or don't subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

(())

Arbitration pursuant to Section _____ of this Agreement

(())

Litigation in a court of competent jurisdiction

(())

Other (Specify)

12.3 Arbitration

- 12.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the _____. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.
- 12.3.2 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.
- 12.3.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.
- 12.3.4 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

12.4 Consolidation

- 12.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).
- 12.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.
- 12.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section _____, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

13.0 GENERAL PROVISIONS

13.1 Languages and Law

13.1.1 In the in the Appendices there is stated the language or languages of the Agreement, the ruling language and the law to which the Agreement is subject.

13.2 Changes in Legislation

13.2.1 If after the date of the Agreement the cost or duration of the Services is altered as a result of changes in or additions to the regulations in any country in which the Services are to be performed except that of the Architect's principal place of business stated in the Appendices the agreed remuneration and time for completion shall be adjusted accordingly.

13.3 Assignment and Sub Contracts

13.3.1 The Architect shall not without the written consent of the Owner assign the benefits from the Agreement other than money.

13.3.2 Neither the Owner nor the Architect shall assign obligations under the Agreement without the written consent of the other party.

13.3.3 The Architect shall not without the written consent of the Owner initiate or terminate any sub-contract for performance of all or part of the Services.

13.4 Copyright

13.4.1 All plans, drawings, specifications, designs, reports and other documents prepared by the Architect in the course of performing the Services shall become and remains the property of the Owner and while in the custody of the Architect shall be fully available to the Owner. The Architect shall not later than the date of completion of the Services or the premature termination thereof, delivers all such documents to the Owner together with a detailed inventory thereof. The Architect may retain copies of such documents but may not use them for purposes unrelated to this Agreement without the prior written consent of the Owner.

13.5 Conflict of Interest/ Corruption and Fraud

13.5.1 Notwithstanding any penalties that may be enforced against the Architect under the law of the country of the project, or of other jurisdictions, the Owner will be entitled to terminate the Agreement in accordance with Clause _____ (ii) and the Architect shall be deemed to have breached Clause _____ (i), if it is shown that the Architect is guilty of:

- i. offering, giving, receiving or soliciting anything of value with a view to influencing the behavior or action of anyone, whether a public official or otherwise, directly or indirectly in the selection process or in the conduct of the Agreement; or
- ii. Misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Owner, including the use of collusive practices intended to stifle or reduce the benefits of free and open competition.

13.6 Notices

- 13.6.1 Notices under the Agreement shall be in writing and will take effect from receipt at the addresses stated in the Appendices. Delivery can be by hand or facsimile message against a written confirmation of receipt or by registered letter or by telex subsequently confirmed by letter.

13.7 Publication

- 13.7.1 Unless otherwise specified in the Appendices, the Architect, either alone or jointly with others, can publish material relating to the Works and Services. Publication shall be subject to approval of the Owner if it is within two years of completion or termination of the Services.

14.0 COMPENSATION

14.1 For the Architect's Basic Services described under Article ____, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

(())

14.2 For Additional Services designated in Section ____, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

(())

14.3 For Additional Services that may arise during the course of the Project, including those under Section ____, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

(())

14.4 Compensation for Additional Services of the Architect's consultants when not included in Section ____ or ____, shall be the amount invoiced to the Architect plus (()) percent ((()) %), or as otherwise stated below:

(())

14.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	(())	percent ((()) %)
Design Development Phase	(())	percent ((()) %)
Construction Documents Phase	(())	percent ((()) %)
Bidding or Negotiation Phase	(())	percent ((()) %)
Construction Phase	(())	percent ((()) %)

Total Basic Compensation one hundred percent (100 %)

14.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section ____ based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

14.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

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

Employee or Category	Rate

14.8 Compensation for Reimbursable Expenses

14.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- i. Transportation and authorized out-of-town travel and subsistence;
- ii. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- iii. Fees paid for securing approval of authorities having jurisdiction over the Project;
- iv. Printing, reproductions, plots, standard form documents;
- v. Postage, handling and delivery;
- vi. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- vii. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- viii. Architect's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect.
- ix. All taxes levied on professional services and on reimbursable expenses;
- x. Site office expenses; and
- xi. Other similar Project-related expenditures.

14.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus (()) percent (()) % of the expenses incurred.

14.9 Compensation for use of Architect's Instruments of Service

14.9.1 If the Owner terminates the Architect for its convenience under Section----- or the Architect terminates this Agreement under Section -----, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

--

14.10 Payments to the Architect

14.10.1 An initial payment of (()) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

14.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid ((()) (())) 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 Architect.

(Insert rate of monthly or annual interest agreed upon.)

(()) % (())

14.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

14.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

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15.0 SPECIAL TERMS AND CONDITIONS

15.1 Special terms and conditions that modify this Agreement are as follows:

(())

15.2 Scope of the Agreement

15.2.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

(())

This Agreement entered into as of the day and year first written above.

OWNER

ARCHITECT

(Signature)

(Signature)

(())

(())

(Printed name and title)

(Printed name and title)

16.0 SETTLEMENT OF DISPUTE

16.1 Attempt to Resolve

16.1.1 The parties shall seek to resolve in good faith any dispute or difference arising between them in respect of any matter connected with this Agreement. If the parties cannot resolve any such dispute or difference within _____ days, or such a period as the parties may subsequently agree, then it shall be submitted to their respective designated representatives under the Agreement.

16.2 Referral to Mediator

16.2.1 If the designated representatives of the parties are unable to reach agreement on any matter referred to them, within _____ days or any such period as the parties may subsequently agree, then that matter or those matters shall immediately be referred to a neutral mediator ["the Mediator"].

16.3 Appointment of Mediator

16.3.1 If the parties are unable to agree on the choice of a Mediator, or if the chosen Mediator is unable or unwilling to act, then either party may immediately apply to the **PCATP**, or another mutually agreed nominating organization, to appoint a Mediator.

16.4 Agreement of Programme

16.4.1 The parties shall, within _____ days of the appointment of the Mediator, or any such period as the parties may subsequently agree, jointly meet with him, to agree a programme for the exchange of any relevant information and the structure to be adopted for the negotiations.

16.5 Written Agreement to be Binding

16.5.1 All negotiations shall be conducted in confidence and are not to be referred to in any concurrent or subsequent proceedings, unless they conclude with a written legally binding agreement. If the parties accept the mediator's recommendations, or otherwise reach agreement on the resolution of the dispute, such agreement shall be recorded in writing and, once signed by the designated representatives, shall be binding on the parties.

16.6 Non-binding Opinion

16.6.1 If no agreement is reached, either party may invite the Mediator to provide to both parties a non-binding opinion in writing. Such opinion shall not be used in evidence in any concurrent or subsequent proceedings, without the prior written consent of both parties.

16.7 Costs of Mediation

16.7.1 The parties will bear their own costs of preparing and submitting evidence to the Mediator; if the Mediator finds that the Mediation has been initiated or conducted frivolously or vexatiously, then he shall have the power to order the party so initiating or conducting the mediation to pay the reasonable costs of the other party for preparing for and attending the mediation. If these costs cannot be agreed, they will be assessed by the Mediator, whose decision shall be binding on the parties.

16.8 Failure of Mediation

16.8.1 If the parties fail to reach agreement within ____ days of the Mediator being appointed, or such other period as the parties may agree, then both parties shall be entitled to submit the dispute to arbitration under the terms of Clause ____ of this Agreement.

16.9 Arbitration

16.9.1 If the mediation fails, with the agreement of the parties, the Mediator will record those facts that the parties have agreed. All other matters in dispute will be referred to an Arbitrator, who will be allowed access to the recorded and agreed facts only. The Mediator's role will cease on the appointment of the Arbitrator. He will not be available to appear as a witness in the arbitration, or to provide any additional evidence obtained during the mediation.

16.9.2 The arbitration will be conducted in accordance with the rules stipulated in the Appendices in force at the effective date of the agreement on the basis that the parties agree to waive their rights to any form of appeal, insofar as such waiver can validly be made.

17.0 APPENDICES

17.1 Time Schedule

17.2 Compensation Schedule

17.3 Special Conditions