



# AIA<sup>®</sup> Document B142<sup>™</sup> – 2004

## **Standard Form of Agreement Between Owner and Consultant where the Owner contemplates using the design-build method of project delivery**

**AGREEMENT** made as of the \_\_\_\_\_ day of \_\_\_\_\_  
in the year \_\_\_\_\_  
*(In words, indicate day, month and year.)*

**BETWEEN** the Owner:  
*(Name, address and other information)*

and the Consultant:  
*(Name, address and other information)*

for the following Project:  
*(Name, location and detailed description)*

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

The Owner and Consultant agree as follows:

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### ARTICLE 1 INITIAL INFORMATION

This Agreement is based on the information and assumptions contained in Exhibit A of this Agreement.

### ARTICLE 2 RESPONSIBILITIES OF THE PARTIES

§ 2.1 The Owner and the Consultant shall cooperate with one another to fulfill their respective obligations under this Agreement. Both parties shall endeavor to maintain good working relationships among all members of the Project Team.

#### § 2.2 Owner

§ 2.2.1 The Owner's Designated Representative is authorized to act on the Owner's behalf with respect to the Project.

§ 2.2.2 The Owner shall provide full and timely information regarding requirements for and limitations on the Project and shall render decisions in a timely manner so as to avoid delay in the Consultant's performance of its services.

§ 2.2.3 The Owner shall periodically review and, if appropriate, update the overall budget for the Project, including that portion allocated to the Cost of the Work, and shall promptly notify the Consultant thereof in writing. If the overall budget, or that portion allocated to the Cost of the Work, including any contingencies included therein, is materially increased or decreased, then the Owner and Consultant shall agree upon, as appropriate, corresponding changes in the Project scope, quality and schedule.

§ 2.2.4 The Owner shall furnish the services of consultants other than those designated as being furnished by the Consultant in Exhibit A or shall authorize the Consultant to furnish them as a Change in Services when such services are requested by the Consultant or reasonably required by the scope of the Project.

§ 2.2.5 The Owner shall provide prompt written notice to the Consultant if the Owner becomes aware of any errors, omissions or inconsistencies in the Consultant's services or in the services or information furnished by the Owner.

§ 2.2.6 Services provided by parties retained by the Owner, whether such services are performed directly by such parties or by sub-consultants retained by such parties, shall be performed by qualified professionals licensed as may be required by applicable law to perform such services in the jurisdiction in which the Project is located.

§ 2.2.7 The Owner shall require the Design-Builder to obtain from each of the Design-Builder's design professionals certifications with respect to the documents and services provided by such professionals (a) that, to the best of their knowledge, information and belief, the documents or services to which such certification relates (i) are consistent with the criteria set forth in the Project Criteria documents prepared by the Consultant pursuant to Article B.5 of Exhibit B, except to the extent specifically identified in such certificate, (ii) comply with applicable professional practice standards, and (iii) comply with applicable laws, ordinances, codes, rules and regulations governing the design of the Project; and (b) that the

Owner and its consultants shall be entitled to rely upon the representations and statements contained in such certifications. The Owner shall also include provisions similar to this Section 2.2.7 in the Project Criteria documents.

### **§ 2.3 Consultant**

**§ 2.3.1** The Consultant's Designated Representative is authorized to act on the Consultant's behalf with respect to the Project.

**§ 2.3.2** The services the Consultant and its sub-consultants shall provide are designated in Exhibit B of this Agreement.

**§ 2.3.3** The Consultant shall perform its services in accordance with applicable standards of professional skill and care. When applicable law requires that services be performed by licensed professionals, the Consultant shall provide those services through the performance of qualified persons or entities duly licensed to practice their professions.

**§ 2.3.4** The Consultant shall submit for the Owner's approval a schedule for the performance of the Consultant's services which initially shall be consistent with the time periods established in Exhibit A and which shall be adjusted as necessary as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants and, if applicable, for approval of authorities having jurisdiction over the Project. Time limits established by this schedule and any adjustments thereto approved by the Owner shall not, except for reasonable cause, be exceeded by the Consultant or the Owner.

**§ 2.3.5** The Consultant shall maintain the confidentiality of information specifically designated by the Owner in writing as confidential, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Consultant from establishing a claim or defense in an adjudicatory proceeding. The Consultant shall require similar agreements from its sub-consultants.

**§ 2.3.6** Except with the Owner's knowledge and consent, the Consultant shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Consultant's professional judgment with respect to the Project.

**§ 2.3.7** The Consultant shall be entitled to rely on the accuracy, timeliness and completeness of services and information furnished by the Owner. The Consultant shall provide prompt written notice to the Owner if the Consultant becomes aware of any errors, omissions or inconsistencies in such services or information.

**§ 2.3.8** If the Consultant is to review submittals of the Design-Builder as part of the Consultant's services under this Agreement, then such review by the Consultant shall be for the limited purpose of evaluating conformance with the information given and the design concept expressed in the Design-Build Documents. By undertaking such review, the Consultant does not have or assume responsibility to coordinate design performed or information provided by multiple design professionals engaged by the Design-Builder and/or its trade contractors.

**§ 2.3.9** If the Consultant is to review submittals of the Design-Builder as part of the Consultant's services under this Agreement, then the Owner shall require that prior to transmission to the Consultant for the Consultant's review, all final design documents, construction documents, Shop Drawings, Product Data, Samples and other submittals of the Design-Builder or its trade contractors shall first be reviewed and approved in writing by the Design-Builder and its design professionals as conforming to the information given and the design concept expressed in the Design-Build Documents. The Consultant shall be entitled to rely upon such approvals.

**§ 2.3.10** Evaluations of the Owner's overall Project budget and budget for the Cost of the Work and preliminary estimates and updated estimates thereof represent the Consultant's professional judgment. It is recognized, however, that neither the Consultant nor the Owner has control over the cost of labor, materials or equipment, over the Design-Builder's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Consultant cannot and does not warrant or represent that Design-Build proposals or negotiated prices will not vary from the Owner's overall Project budget or budget for the Cost of the Work or from any evaluation or estimate thereof.

**§ 2.3.11** By performing the services under this Agreement the Consultant does not assume any responsibility for the preparation, adequacy, suitability, performance, quality and completeness of the final design, or for the construction of

the Work in accordance with the approved final design. The Consultant shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs of the Project.

**§ 2.3.12** Services, if any, performed by the Consultant during the construction of the Project are undertaken and performed by the Consultant in the sole interest and for the exclusive benefit of the Owner

**§ 2.3.13** The Owner shall include in its agreement with the Design-Builder provisions similar to those set forth in Sections 2.3.8 through 2.3.12.

## **ARTICLE 3 TERMS AND CONDITIONS**

### **§ 3.1 Cost of the Work**

**§ 3.1.1** The Cost of the Work includes all costs, charges and expenses paid by the Owner to the Design-Builder in connection with the Project, including, but not limited to, the Design-Builder's fee, costs of tests, evaluations and reports required for the execution of the Work, and all fees and expenses of design professionals retained by the Design-Builder. The Cost of the Work shall also include the cost at current market rates of labor and materials to be furnished by the Owner and equipment to be designed, specified, selected or specially provided by parties preparing the construction documents, including the costs of management or supervision of construction or installation thereof, plus a reasonable allowance for overhead and profit. In addition, the Cost of the Work shall include a reasonable allowance for contingencies for market conditions and for changes in the Work.

**§ 3.1.2** The Cost of the Work does not include the compensation of the Consultant and the Consultant's sub-consultants, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the Owner.

### **§ 3.2 Instruments of Service**

**§ 3.2.1** Drawings, specifications, and other documents, including those in electronic form, prepared by the Consultant and its sub-consultants are Instruments of Service for use solely with respect to the Project. The Consultant and its sub-consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

**§ 3.2.2** Upon execution of this Agreement, the Consultant grants to the Owner a non-exclusive license to reproduce and use the Consultant's Instruments of Service solely in connection with the Project, including the Project's further development by the Owner and others retained by the Owner for such purposes, including the Design-Builder and the Design-Builder's design professionals, provided that the Owner shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. Subject to the Owner's compliance with such obligations, such license shall extend to those persons or entities retained by the Owner for such purposes. The Consultant shall obtain similar non-exclusive licenses from its sub-consultants consistent with this Agreement. No other license or right shall be deemed granted or implied under this Agreement. The Owner shall not otherwise assign or transfer any license herein to another party without the prior written agreement of the Consultant. Any unauthorized reproduction or use of the Instruments of Service by the Owner or others shall be at the Owner's sole risk and expense and without liability to the Consultant and its sub-consultants.

**§ 3.2.3** Prior to any electronic exchange by the parties of the Instruments of Service or any other documents or materials to be provided by one party to the other, the Owner and the Consultant shall agree in writing on the specific conditions governing the format thereof, including any special limitations or licenses not otherwise provided in this Agreement and, if appropriate, on adjustments in the Consultant's compensation and schedule for performance of its services.

**§ 3.2.4** Submission or distribution of the Consultant's documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the rights reserved in Section 3.2.1.

### **§ 3.3 Change in Services**

**§ 3.3.1** Change in Services of the Consultant, including services required of the Consultant's sub-consultants, may be accomplished after execution of this Agreement without invalidating this Agreement if mutually agreed in writing, if required by circumstances beyond the Consultant's control or if the Consultant's services are affected as described in

Section 3.3.2. In the absence of mutual agreement in writing, the Consultant shall notify the Owner prior to providing such services. If the Owner deems that all or a part of such Change in Services is not required, the Owner shall give prompt written notice to the Consultant, and the Consultant shall have no obligation to provide those services. Except for a change due to the fault of the Consultant, a Change in Services of the Consultant shall entitle the Consultant to an adjustment in schedule and in compensation pursuant to Sections 5.2 and 5.3, and to any Reimbursable Expenses described in Section 3.8.2 and Sections 5.4 and 5.5.

**§ 3.3.2** If any of the following circumstances affects the Consultant's services for the Project, the Consultant shall be entitled to an appropriate adjustment in the Consultant's schedule and compensation:

- .1 Change in the instructions or approvals given by the Owner that necessitate (1) revisions in Instruments of Service, (2) changes to services previously performed, (3) changes in the manner of preparing Instruments of Service, or (4) changes to the performance of services not yet performed;
- .2 Enactment or revision of codes, laws or regulations or official interpretations which necessitate changes to previously prepared Instruments of Service or services previously performed or which will necessitate changes in the manner of preparation of Instruments of Service not yet prepared or the performance of services not yet performed;
- .3 Decisions or approvals of the Owner not rendered in a timely manner;
- .4 Significant change in the Project, including, but not limited to, size, quality, complexity, the Owner's schedule, overall budget or budget for the Cost of the Work, or procurement method;
- .5 Failure of performance on the part of the Owner or the Owner's consultants, contractors, design-builders or others retained by the Owner;
- .6 Reviewing subsequent submittal(s) from the Owner's consultants, contractors, design-builders or others retained by the Owner due to the previous submittal's failure to conform to the Consultant's requirements;
- .7 Preparation for and attendance at a public meeting or hearing not originally included in the Consultant's scope of services, a dispute resolution proceeding or a legal proceeding except where the Consultant is a party thereto; or
- .8 Change in the information referred to in Article 1.

### **§ 3.4 Dispute Resolution**

**§ 3.4.1** If the parties do not resolve their dispute through mediation pursuant to Section 3.4.2, the method of binding dispute resolution shall be the following:

*(If the parties do not select a method of binding dispute resolution, then the method of binding dispute resolution shall be by litigation in a court of competent jurisdiction.)*

*(Check one.)*

- Arbitration pursuant to Section 3.4.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

### **§ 3.4.2 Mediation**

**§ 3.4.2.1** 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 arbitration or the institution of legal, equitable or other proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to conclusion of mediation.

**§ 3.4.2.2** The Owner and Consultant shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect at the time of the mediation. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the institution of legal, equitable or other proceedings but, in such event, mediation shall proceed in advance of such proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.



§ 3.4.2.3 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.

### § 3.4.3 Arbitration

§ 3.4.3.1 Claims, disputes and other matters in question between the parties arising out of or related to this Agreement that are not resolved by mediation and which are subject to arbitration pursuant to Section 3.4.1 shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect at the time of the arbitration. The demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association.

§ 3.4.3.2 A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would have been barred by the applicable statute of limitations.

§ 3.4.3.3 No arbitration arising out of or relating to this Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement and signed by the Owner and Consultant and any other person or entity sought to be joined. 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 or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 3.4.3.4 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

### § 3.5 Claims for Consequential Damages

The Consultant and the 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 in accordance with Section 3.7.

### § 3.6 Miscellaneous Provisions

§ 3.6.1 This Agreement shall be governed by the law of the Project's location, unless otherwise provided in Section 4.2.

§ 3.6.2 Terms not defined in this Agreement shall have the same meaning as those in the edition of AIA Document A141-2004, Agreement Between Owner and Design-Builder, Exhibit A, Terms and Conditions. Modifications to those definitions in the A141-2004 executed by the Owner and Design-Builder shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement or approved in writing by the Consultant.

§ 3.6.3 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Consultant.

§ 3.6.4 Unless explicitly provided otherwise in this Agreement, the Consultant and its sub-consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or for the exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 3.6.5 Subject to the confidentiality requirements of Section 2.3.5, the Consultant shall have the right to include in its promotional and professional materials photographic representations of the Project, copies of its Instruments of Service or any other materials prepared by the Consultant in connection with the Project. The Consultant shall be given reasonable access to the completed Project to make such photographic representations. The Owner shall provide professional credit to the Consultant in the Owner's promotional materials for the Project.

**§ 3.6.6** The Owner and Consultant, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Consultant shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to an institutional lender providing financing for the Project. In such event, the lender shall assume the Owner's rights and obligations under this Agreement, and the Consultant shall execute all reasonable consents facilitating such assignment, conditioned upon the Consultant's receipt of all amounts due as provided in this Agreement.

**§ 3.6.7** Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date when the Consultant's services are substantially completed.

**§ 3.6.7** In its contract with the Design-Builder, the Owner shall require the Design-Builder to study carefully and to compare the various documents, materials and other information provided to the Design-Builder by the Owner; to take field measurements of any existing conditions related to the Work; to observe any conditions at the site affecting the Work; and to report promptly in writing to the Owner any errors, omissions or inconsistencies discovered by the Design-Builder.

**§ 3.6.8** The Owner shall provide the Consultant with a copy of the executed agreement between the Owner and the Design-Builder.

### **§ 3.7 Termination or Suspension**

**§ 3.7.1** If the Owner fails to make payments to the Consultant in accordance with this Agreement, such failure shall be considered substantial non-performance and cause for termination or, at the Consultant's option, cause for suspension of performance of services under this Agreement. Prior to suspension or termination of services, the Consultant shall give seven days' written notice to the Owner. The Consultant shall have no liability to the Owner for delay or damage caused to the Owner because of such suspension or termination of services. In the event of suspension of services, and before resuming services, the Consultant shall be paid for all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's compensation and schedule for the remaining services shall be equitably adjusted.

**§ 3.7.2** If the Owner suspends the Project or the Consultant's services, the Consultant shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Consultant shall be compensated for expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's compensation and schedule for the remaining services shall be equitably adjusted.

**§ 3.7.3** If the Project is suspended or the Consultant's services are suspended for more than 90 cumulative days, the Consultant may terminate this Agreement by giving not less than seven days' written notice.

**§ 3.7.4** This Agreement may be terminated by either party upon not less than seven 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.

**§ 3.7.5** This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Consultant for the Owner's convenience and without cause.

**§ 3.7.6** In the event of termination not the fault of the Consultant, the Consultant shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all expenses directly attributable to termination for which the Consultant is not otherwise compensated.

### **§ 3.8 Payments to the Consultant**

**§ 3.8.1** Payments on account of services rendered and for Reimbursable Expenses incurred shall be made monthly upon presentation of the Consultant's statement of services. No deductions shall be made from the Consultant's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, design-builders or others or on account of the cost of changes to the Work other than those for which the Consultant has been adjudged to be liable.

**§ 3.8.2** Reimbursable Expenses are in addition to compensation for the Consultant's services and include expenses incurred by the Consultant and its employees and sub-consultants directly related to the project, as identified in the following sub-sections:

- .1 Transportation in connection with the Project, authorized out-of-town travel and subsistence, and electronic communications;
- .2 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .3 Reproductions, plots, standard form documents, postage, handling, and delivery of Instruments of Service or other documents or materials;
- .4 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .5 Renderings, models and mock-ups requested by the Owner;
- .6 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Consultant and its sub-consultants;
- .7 Reimbursable Expenses as designated in Section 5.5; and
- .8 Other similar direct Project-related expenditures.

**§ 3.8.3** Records of Reimbursable Expenses, of expenses pertaining to a Change of Services, and of services performed on the basis of hourly rates or a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

**§ 3.8.4** Direct Personnel Expense is defined as the direct salaries of the Consultant's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

#### **ARTICLE 4 SCOPE OF AGREEMENT**

**§ 4.1** This Agreement represents the entire and integrated agreement between the Owner and the Consultant 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 Consultant. This Agreement is comprised of the documents listed below:

- .1 AIA Document B142–2004, Standard Form of Agreement Between Owner and Consultant.
- .2 Exhibit A: AIA Document B142–2004, Exhibit A, Initial Information, or as follows:  
*(List other documents, if any, delineating initial information and assumptions upon which this Agreement is based and attach to this Agreement as Exhibit A.)*
- .3 Exhibit B: AIA Document B142–2004, Exhibit B, Consultant's Services, or as follows:  
*(List other documents, if any, delineating Consultant's scope of services and attach to this Agreement as Exhibit B.)*
- .4 Other documents, as follows:  
*(List other documents, if any, forming part of the Agreement.)*



§ 4.2 Special Terms and Conditions. Special terms and conditions that modify this Agreement are as follows:

#### ARTICLE 5 COMPENSATION

§ 5.1 For the Consultant's services under this Agreement, compensation shall be computed as follows:

*(Insert amount and/or basis of determining each component of compensation, including, where applicable, rates and multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required.)*

§ 5.2 For a Change in Services as described in Section 3.3, the Consultant's compensation shall be adjusted as described below or, if no method of adjustment is indicated in this Section 5.2, in an equitable manner.

*(Insert basis of compensation, including rates and multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply.)*

§ 5.3 For a Change in Services of the Consultant's sub-consultants, compensation shall be computed as a multiple of ( ) times the amounts billed to the Consultant for such services.

§ 5.4 For Reimbursable Expenses as described in Section 3.8.2 and for any other items included in Section 5.5 as Reimbursable Expenses, compensation shall be computed as a multiple of ( ) times the expenses incurred by the Consultant and the Consultant's employees and sub-consultants.

§ 5.5 Other Reimbursable Expenses, if any are as follows:

§ 5.6 The rates and multiples for services of the Consultant and its sub-consultants as set forth in this Agreement shall be adjusted in accordance with their normal salary review practices.

§ 5.7 An initial payment of (\$ ) shall be made upon execution of this Agreement and is the minimum payment made under this Agreement. It shall be credited to the Owner's account at final payment. Subsequent payments for services shall be made monthly and, where applicable, shall be in proportion to services performed on the basis set forth in this Agreement.

§ 5.8 Payments are due and payable ( ) days from the date of the Consultant'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 Consultant.

*(Insert rate of interest agreed upon.)*

*(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws, and other regulations at the Owner's and Consultant's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications and also regarding requirements such as written disclosures or waivers.)*

**§ 5.9** If the services covered by this Agreement have not been completed by through no fault of the Consultant, extension of the Consultant's services beyond that time shall be compensated as provided in Section 5.2.

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

\_\_\_\_\_  
**OWNER** *(Signature)*

\_\_\_\_\_  
**CONSULTANT** *(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
*(Printed name and title)*

**CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.**

