



AIA[®] Document C141[™] – 2014

Standard Form of Agreement Between Owner and Consultant for a Design-Build Project

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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EXHIBIT A CONSULTANT'S SERVICES

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1. References to AIA Document A141™–2014, and its exhibits, are references to the standard forms published by the American Institute of Architects. If the Owner and Design-Builder modify the standard text of AIA Document A141–2014, or its exhibits, the modifications shall not affect this Agreement unless the Owner and the Consultant amend this Agreement or otherwise agree to the modifications in writing.

(Note the disposition of the following items by inserting the requested information or a statement such as “not applicable” or “unknown at time of execution.”)

§ 1.1.1 The Owner's program for the Project:

(Set forth the program, identify documentation in which the program is set forth, or state the manner in which the program will be developed.)

§ 1.1.2 The Owner's design requirements for the Project and related documentation:

(Identify below, or in an attached exhibit, the documentation that contains the Owner's design requirements, including any performance specifications for the Project.)

§ 1.1.3 The Owner's anticipated Sustainable Objective for the Project, if any:

(Identify the Owner's Sustainable Objective for the Project such as Sustainability Certification, benefit to the environment, enhancement to the health and well-being of building occupants, or improvement of energy efficiency.)

§ 1.1.4 Incentive programs the Owner intends to pursue for the Project, including those related to the Sustainable Objective, and any deadlines for receiving the incentives that are dependent on, or related to, the Consultant's services, are as follows:

(Identify incentive programs the Owner intends to pursue for the Project and deadlines for submitting or applying for the incentive program.)

§ 1.1.5 The Project's 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.)

§ 1.1.6 The Owner's budget for the Cost of the Work as defined in Section 4.1 is identified below:

(Provide total, and if known, a line item breakdown of the Owner's budget for the Cost of the Work.)

§ 1.1.7 The Owner's design and construction milestone dates:

- .1 Design phase milestone dates:

- .2 Date for initiating selection of Design-Builder:

- .3 Date for finalizing agreement with the Design-Builder:

- .4 Commencement of construction:

- .5 Phased completion dates:

- .6 Substantial Completion date:

- .7 Other milestone dates:

§ 1.1.8 Other information regarding the selection of the Design-Builder is as follows:
(Identify whether the selection of the Design-Builder will be negotiated, competitively bid or part of a design competition. If the Design-Builder is known, provide the information at Section 1.2.4.)

§ 1.1.9 Other Initial Information on which this Agreement is based:

§ 1.1.10 If the Owner and Consultant intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions. Unless otherwise agreed, the parties will use AIA Document E203™–2013 to establish the protocols for the development, use, transmission, and exchange of digital data and building information modeling.

§ 1.2 Project Team

§ 1.2.1 The Owner identifies the following representative in accordance with Section 3.1:
(List name, address and other information.)

§ 1.2.2 The persons or entities, in addition to the Owner's representative, who are required to review the Consultant's services and Instruments of Service are as follows:
(List name, address and other information.)

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

§ 1.2.4 The Design-Builder, if known, is as follows:
(If known, list name, legal status, address and other information, including name of the Design-Builder's designated representative.)

§ 1.2.5 The Consultant identifies the following representative in accordance with Section 2.1:
(List name, address and other information.)

§ 1.2.6 The Consultant will retain the following subconsultants:
(List discipline and, if known, identify them by name and address.)

ARTICLE 2 CONSULTANT'S RESPONSIBILITIES

§ 2.1 The Consultant is the person or entity identified as such in this Agreement and is referred to throughout this Agreement as if singular in number. The Consultant shall designate in writing a representative who shall act on the Consultant's behalf with respect to the Project. The term "Consultant" means the Consultant or the Consultant's authorized representative.

§ 2.2 The Consultant shall perform as required under this Agreement and provide the services designated in Exhibit A.

§ 2.2.1 The Consultant may provide Additional Services not designated in Exhibit A, after execution of this Agreement, without invalidating this Agreement. Upon recognizing the need to perform Additional Services that may arise after execution of this Agreement, the Consultant shall notify the Owner. The Consultant, however, shall not proceed to provide such services until the Consultant receives the Owner's written authorization. Except for services due to the fault of the Consultant, any Additional Services provided in accordance with this Section 2.2.1 shall entitle the Consultant to compensation pursuant to Section 8.2.

§ 2.3 The Consultant shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Consultant normally maintains, the Owner shall reimburse the Consultant for any additional cost as set forth in Section 8.6.

§ 2.3.1 Commercial General Liability with policy limits of not less than _____ (\$___) for each occurrence and _____ (\$___) in the aggregate for bodily injury and property damage.

§ 2.3.2 Automobile Liability covering vehicles owned by the Consultant and non-owned vehicles used by the Consultant with policy limits of not less than _____ (\$___) per claim and _____ (\$___) in the aggregate for bodily injury and property damage along with any other statutorily required automobile coverage.

§ 2.3.3 The Consultant may achieve the required limits and coverage for Comprehensive General Liability and Automobile Liability through a combination of primary and excess liability insurance, provided such primary and excess insurance policies result in the same or greater coverage as those required under Sections 2.3.1 and 2.3.2.

§ 2.3.4 Workers' Compensation at statutory limits and Employers' Liability with a policy limit of not less than _____ (\$___).

§ 2.3.5 Professional Liability covering the negligent acts, errors and omissions in the performance of professional services with policy limits of not less than _____ (\$___) per claim and _____ (\$___) in the aggregate.

§ 2.3.6 The Owner shall be an additional insured on the Contractor's primary and excess policies for Commercial General Liability and Automobile Liability. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies. The additional insured coverage shall apply to both ongoing and completed operations.

§ 2.3.7 The Consultant shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.3. The certificates will show the Owner as an additional insured on the Commercial General Liability, Automobile Liability, and any excess policies.

§ 2.4 The Consultant shall perform its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances. The Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. 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. The Consultant shall require that its subconsultants maintain professional liability insurance as appropriate to the services provided.

§ 2.5 The Consultant shall coordinate its services with those services provided by the Owner, the Owner's other consultants and contractors, and the Design-Builder. The Consultant shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner, the Owner's other consultants and contractors, and the Design-Builder. The Consultant shall provide prompt written notice to the Owner if the Consultant becomes aware of any error, omission or inconsistency in such services or information.

§ 2.6 As soon as practicable after the date of this Agreement, the Consultant shall submit for the Owner's approval a schedule for the performance of the Consultant's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion 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 other consultants and contractors, and the Design-Builder 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 Consultant or Owner. With the Owner's approval, the Consultant shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 2.7 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.

§ 2.8 The Consultant shall coordinate information provided by the Owner with information and data developed by the Consultant in the performance of its services.

§ 2.9 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 not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs of the Project.

§ 2.10 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.

ARTICLE 3 OWNER'S RESPONSIBILITIES

§ 3.1 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The term "Owner" means the Owner or the Owner's authorized representative.

§ 3.2 The Owner shall provide full and timely information regarding requirements for, and limitations on, the Project and shall render decisions and approve the Consultant's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Consultant's services.

§ 3.3 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 4.1; (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 Consultant. The Owner and the Consultant shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 3.4 The Owner shall furnish the services of other consultants and contractors in addition to those designated in this Agreement, or authorize the Consultant to furnish them as an Additional Service, when the Consultant requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 3.5 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.

§ 3.6 Services provided by Owner's other consultants or contractors, and the Design-Builder, whether such services are performed directly by them or by their subconsultants or subcontractors, 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. The Owner shall require that its other consultants and contractors, and the Design-Builder maintain professional liability insurance as appropriate to the services provided.

§ 3.7 Upon the Consultant's written request, 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.

§ 3.8 Upon the Consultant's written request, 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.

§ 3.9 Upon the Consultant's written request, the Owner shall furnish tests, inspections and reports required by law, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 3.10 Upon the Consultant's written request, and to the extent reasonably required for performance of the Consultant's services, the Owner shall provide the Consultant with a copy of the scope of services in the executed agreements between the Owner and the Owner's other consultants and contractors, including the Design-Builder.

ARTICLE 4 TERMS AND CONDITIONS

§ 4.1 Cost of the Work

§ 4.1.1 The Cost of the Work includes all costs, charges and expenses to be paid by the Owner in connection with the design and construction of the Project.

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

§ 4.2 Copyrights and Licenses

§ 4.2.1 Drawings, specifications, and other documents furnished by the Consultant, including those in electronic form, are Instruments of Service. The Consultant, and any other person or entity providing services or work for the Consultant, shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service 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 reserved rights of the Consultant, and any other person or entity providing services or work for the Consultant.

§ 4.2.2 The Owner and Consultant warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 4.2.3 Upon execution of this Agreement, the Consultant grants to the Owner a nonexclusive license to use the Consultant's Instruments of Service solely and exclusively for constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The license granted under this Section 4.2.3 permits the Owner to authorize the Design-

Builder and its consultants, contractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to use and reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project, including the further development of the Instruments of Service. The Consultant shall obtain similar limited, irrevocable and non-exclusive licenses from its subconsultants consistent with this Agreement. If the Consultant rightfully terminates this Agreement for cause as provided in Section 6.4, the license granted in this Section 4.2.3 shall terminate.

§ 4.2.4 The Owner, to the extent permitted by law, agrees to indemnify and hold harmless the Consultant and its subconsultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity, to the extent such costs and expenses arise from changes to, or further development of, the Instruments of Service by, or on behalf of, the Owner, and without the involvement of the Consultant.

§ 4.2.5 Except for the licenses granted in this Article 4, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not otherwise assign, delegate, sublicense, pledge or otherwise transfer any license granted 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 subconsultants.

ARTICLE 5 CLAIMS AND DISPUTES

§ 5.1 General

§ 5.1.1 The Owner and Consultant 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 Section 5.2.4 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 Project. The Owner and Consultant waive all claims and causes of action not commenced in accordance with this Section 5.1.1.

§ 5.1.2 To the extent damages are covered by property insurance, the Owner and Consultant 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 A141–2014, including its exhibits. The Owner or the Consultant, as appropriate, shall require of their contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 5.1.3 The Owner and Consultant 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 6.6.

§ 5.2 Mediation

§ 5.2.1 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 Consultant's services, the Consultant 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.

§ 5.2.2 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 administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this 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 60 days from the date of filing, unless stayed for a longer period by agreement of the 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.

§ 5.2.3 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.

§ 5.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 5.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Consultant do not select a method of binding dispute resolution below, or do not 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 5.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

§ 5.3 Arbitration

§ 5.3.1 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 American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. 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.

§ 5.3.1.1 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.

§ 5.3.2 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.

§ 5.3.3 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.

§ 5.3.4 Consolidation or Joinder

§ 5.3.4.1 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).

§ 5.3.4.2 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.

§ 5.3.4.3 The Owner and Consultant grant to any person or entity made a party to an arbitration conducted under this Section 5.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Consultant under this Agreement.

ARTICLE 6 TERMINATION OR SUSPENSION

§ 6.1 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.

§ 6.2 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.

§ 6.3 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.

§ 6.4 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.

§ 6.5 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.

§ 6.6 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.

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 5.3.

§ 7.2 Terms not defined in this Agreement shall have the same meaning as those in AIA Document A141-2014, Standard Form of Agreement Between Owner and Design-Builder, and its exhibits.

§ 7.3 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.

§ 7.4 Unless explicitly provided otherwise in this Agreement, the Consultant and its subconsultants 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.

§ 7.5 Subject to the confidentiality requirements of Section 7.6, 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.

§ 7.6 If the Owner or Consultant receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 7.6.1.

§ 7.6.1 If the Owner or Consultant receives information specifically designated as "confidential" or "business proprietary," the receiving party may disclose such information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. The Party receiving such information may also disclose it to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 7.6.

§ 7.7 The Owner and Consultant, respectively, bind themselves, their partners, successors, assigns and legal representatives to 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 a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 7.8 If the Owner requests the Consultant to execute certificates, the proposed language of such certificates shall be submitted to the Consultant for review at least 14 days prior to the requested dates of execution. If the Owner requests the Consultant to execute consents reasonably required to facilitate assignment to a lender, the Consultant shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Consultant for review at least 14 days prior to execution. The Consultant shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

ARTICLE 8 COMPENSATION

§ 8.1 For the Consultant's services under this Agreement, the Owner shall compensate the Consultant as follows:
(Insert amount of, or basis for, compensation.)

§ 8.2 For Additional Services pursuant to Section 2.2.1 that may arise during the course of the Project, the Owner shall compensate the Consultant as follows:
(Insert amount of, or basis for, compensation.)

§ 8.3 Compensation for Additional Services of the Consultant's subconsultants when not included in Section 8.2, shall be the amount invoiced to the Consultant plus _____ percent (__%), or as otherwise stated below:

§ 8.4 The hourly billing rates for services of the Consultant and the Consultant's subconsultants, if any, are set forth below. The rates shall be adjusted in accordance with the Consultant's and Consultant's subconsultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate
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§ 8.5 Compensation for Reimbursable Expenses

§ 8.5.1 The Owner shall compensate the Consultant for expenses incurred by the Consultant and the Consultant's subconsultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Consultant's subconsultant'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 Consultant's subconsultants;
- .9 All taxes levied on professional services and on reimbursable expenses; and
- .10 Other similar Project-related expenditures.

§ 8.5.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Consultant and the Consultant's sub-consultants plus _____ percent (__%) of the expenses incurred.

§ 8.6 If the insurance requirements listed in Section 2.3 exceed the types and limits the Consultant normally maintains and the Consultant incurred additional costs to satisfy such requirements, the Owner shall reimburse the Consultant for such costs as set forth below:

§ 8.7 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 8.2.

§ 8.8 Payments to the Consultant

§ 8.8.1 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.

§ 8.8.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the 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 monthly or annual interest agreed upon.)

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

§ 8.8.4 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.

ARTICLE 9 SPECIAL TERMS AND CONDITIONS

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

ARTICLE 10 SCOPE OF AGREEMENT

§ 10.1 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 C141™-2014, Standard Form of Agreement Between Owner and Consultant.
- .2 AIA Document C141™-2014, Exhibit A, Consultant's Services.
- .3 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or the following:
- .4 Other documents, as follows:
(List other documents, if any, forming part of this Agreement.)

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)