

AIA[®] Document C401[™] – 2007

Standard Form of Agreement Between Architect and Consultant

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

BETWEEN the Consultant's client identified as the Architect:
(Name, address and other information)

HKS Architects, Inc. FL. Lic. No. AA F000119
1919 McKinney Avenue
Dallas, Texas 75201

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

Consultant's Discipline:

Consultant's Designated Representative:
(Name, address and other information)

The Architect has made an agreement, hereinafter known as the Prime Agreement, with the Architect's client identified as the Owner:
(Name, address and other information)

Dated:
(In words, indicate month, day and year of the Prime Agreement)

For the following Project:
(Include detailed description of Project, location, address and scope.)

The Architect and the Consultant agree as follows.

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



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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 A copy of the Architect's agreement with the Owner, known as the Prime Agreement (from which compensation amounts may be deleted), is attached as Exhibit A and is made a part of this Agreement.

§ 1.2 The portion of the Project for which the Consultant shall provide services is hereinafter called This Portion of the Project. Except as set forth herein, the Consultant shall not have any duties or responsibilities for any other portion of the Project. This Portion of the Project consists of the ~~following:~~following as shown in Exhibit B, attached hereto and incorporated herein for the purposes described in Paragraph 1.3 of this Agreement:
(Fully describe the Portion of the Project for which the Consultant shall provide the services set forth in Article 3.)

§ 1.3 To the extent that the provisions of the Prime Agreement apply to This Portion of the Project, the Architect shall assume toward the Consultant all obligations and responsibilities that the Owner assumes toward the Architect, and the Consultant shall assume toward the Architect all obligations and responsibilities that the Architect assumes toward the Owner. Insofar as applicable to this Agreement, the Architect shall have the benefit of all rights, remedies and redress against the Consultant that the Owner, under the Prime Agreement, has against the Architect, and the Consultant shall have the benefit of all rights, remedies and redress against the Architect that the Architect, under the Prime Agreement, has against the Owner. ~~Where a provision of the Prime Agreement is inconsistent with a provision of this Agreement, this Agreement shall govern.~~It is the intent of this Paragraph to flow down all terms of the Prime Agreement applicable to the Consultant's services. To the extent of any conflict between the terms and conditions of this Agreement and the Prime Agreement, regarding the Consultant's scope of service or requirements of performance the Prime Agreement shall govern the relationship of Architect and Consultant; however, the Consultant's proposal, if any, may be attached hereto as Exhibit B for information regarding the scope of services addressed in Article 3 of this Agreement, and if so, then in the event of a conflict between the description of services in the Consultant's proposal and the description of services in Article 3, the Consultant's proposal shall take precedence. However, for the avoidance of doubt, the Consultant's proposal shall not be considered for any purpose to vary, supplement, amend, contradict, interpret, or modify the terms and conditions under any part of this

Agreement other than Article 3, which terms supersede the proposal and all prior negotiations, representations, promises, or agreements, either written or oral.

§ 1.4 The Consultant is an independent contractor for This Portion of the Project. The Consultant is responsible for methods and means used in performing its services under this Agreement, and is not an employee, agent or partner of the Architect. The Architect shall not be responsible for the acts or omissions of the Consultant.

§ 1.5 Except as authorized by the Architect, all communications between the Consultant and the Owner, Contractor or other consultants for the Project shall be forwarded through the Architect. The Architect shall be the administrator of the professional services for the Project, and shall facilitate the exchange of information among the Owner, Consultant and other consultants as necessary for the coordination of This Portion of the Project.

~~§ 1.6 If applicable, the Architect and Consultant agree to share the costs and expenses incurred in marketing, promotion, display and procurement of this Project as follows:~~
This Agreement represents the entire and integrated agreement between the Architect and the Consultant. This Agreement may be supplemented or amended only by written instrument signed by both the Architect and the Consultant. The terms of this Agreement shall apply to all subsequent amendments and agreements for Additional Services regardless of and notwithstanding any terms contained in subsequent proposals submitted by the Consultant for additional Basic Services or Additional Services, whether or not services are provided by the Consultant pursuant to such proposals prior to execution by the Architect and Consultant of an appropriate written instrument applicable to such services.

~~§ 1.7 If applicable, the Architect and Consultant agree to share professional credit for the Project as follows:~~

~~§ 1.8 The other consultants to be retained by the Architect are as follows:
(List disciplines and, if known, names, addresses and other information.)~~

~~§ 1.9 The subconsultants to be retained by the Consultant are as follows:
(List disciplines and, if known, names, addresses and other information.)~~

ARTICLE 2 CONSULTANT'S RESPONSIBILITIES

§ 2.1 The Consultant shall perform its services consistent with the professional skill and care ordinarily provided by professionals 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. The Consultant warrants that it is qualified to conduct business and is lawfully authorized and licensed as necessary to provide the services described in this Agreement in the jurisdiction of the location of the Project. The Consultant agrees as a material term of this Agreement that it will not enter into any agreement to provide professional services related to this Project under contract with the Owner or any contractor engaged to provide construction services. A breach of any requirement of this Paragraph 2.1 shall be cause for termination of this Agreement.

§ 2.2 The Consultant shall identify a representative authorized to act on behalf of the Consultant with respect to This Portion of the Project, and key personnel who will perform the Consultant's services. The Consultant shall not replace its identified representative or key personnel without the Architect's approval, which shall not unreasonably be withheld.

§ 2.3 The Consultant shall recommend to the Architect the appropriate investigations, surveys, tests, analyses, reports and the services of other consultants that should be obtained for the proper execution of the Consultant's services.

§ 2.4 The Consultant shall coordinate its services with those of the Architect and other consultants in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's or other consultants' services. The Consultant shall coordinate all aspects of its design of the Work for This Portion of the Project with the Work designed by the Architect and other consultants, as necessary for the proper coordination of the Project.

§ 2.5 The Consultant shall provide copies of drawings, reports, specifications and other necessary information to the Architect and other consultants in the format the Architect requires.

§ 2.6 The Consultant shall not be responsible for the acts or omissions of the Architect, Architect's other consultants, Contractor, Subcontractors, their agents or employees, or other persons performing any of the Work. The Consultant shall provide prompt written notice to the Architect if the Consultant becomes aware of any errors, omissions or inconsistencies in the services or information provided by the Architect or other consultants.

§ 2.7 The Consultant shall submit for the Architect's approval a schedule for the performance of the Consultant's services consistent with the requirements of the Prime Agreement, which may be adjusted as the Project proceeds. The Consultant's schedule shall allow reasonable time for the Architect and other consultants to review the Consultant's submittals. Once approved by the Architect, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Consultant or Architect.

§ 2.8 The Consultant shall maintain the following insurance for the duration of this Agreement:
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

2.8.1 The Consultant shall purchase and maintain at all times such insurance as will protect it from the claims set forth below which may arise out of or result from the Consultant's services under this Agreement whether such services be performed by the Consultant or by its subconsultants or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. The Consultant shall provide certificates giving evidence of such insurance and such certificates shall indicate that coverage will not be canceled or not renewed, or reduced by endorsement until at least thirty (30) calendar days prior written notice has been given to the Architect and Owner. The Consultant shall keep certificates current by providing new certificates to the Architect within ten days of all renewals for the duration of the project plus for two years after substantial completion. The Consultant shall require all policies of insurance that are in any way related to the services to be provided by the Consultant and that are secured and maintained by Consultant to include clauses providing that each underwriter shall waive all of its rights of recovery, under subrogation or otherwise, against the Owner and Architect. In addition, the Consultant waives all rights of recovery against Architect and Owner it may have or acquire because of deductible clauses in or inadequacy of limits of any policies of insurance that are in any way related to the services to be provided by the Consultant and that are secured and maintained by Consultant. The requirements of Paragraph 2.8.1 and its subparagraphs are material terms of this Agreement, and any breach of these terms shall be cause for termination of the Agreement.

.1 General Liability

\$1,000,000 per occurrence
\$1,000,000 general aggregate limit
\$1,000,000 aggregate products and completed operations

.2 Automobile Liability arising out of the ownership, maintenance, or use of any vehicle, owned, non-owned, and hired.

\$1,000,000 combined single limit for bodily injury and property damage

.3 Workers' Compensation

Claims under worker's compensation, disability benefit and other similar employee

benefit acts which are applicable to the work to be performed and claims for damages because of bodily injury, occupational sickness or disease, or death of his employees and under any applicable employer's liability law with limits not less than statutory limits, if any, of the Workers' Compensation Laws of the applicable State(s), but in no event less than \$500,000 per accident or injury. The Consultant's Employer Liability coverage shall be written for not less than the limits of liability as follows: \$500,000 per accident for Bodily Injury, unless higher limits are required by applicable law or the Prime Agreement.

.4 Professional Liability

\$2,000,000 per claim and annual aggregate, with prior acts coverage and retroactive to the commencement of services for the Project.

2.8.2 Each insurance policy to be maintained under Paragraphs 2.8.1.1 and 2.8.1.2 shall be endorsed to name the Owner and Architect, and all other interests as may be reasonably required by Owner, as an additional insured. The coverage afforded the additional insureds under these policies shall be primary insurance. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis and apply to the additional insureds only. The amount of the Consultant's insurance shall not be reduced by the existence of such other insurance.

ARTICLE 3 SCOPE OF CONSULTANT'S SERVICES

§ 3.1 The Consultant shall provide the Architect with the same professional services for This Portion of the Project as the Architect is required to provide to the Owner under the Prime Agreement, unless otherwise described below: *(Set forth, in detail, any variations to, or limitations on, the professional services described in the Prime Agreement affecting the Consultant's services under this Agreement.)*

§ 3.1.1 The Consultant shall ascertain the requirements for This Portion of the Project and shall confirm such requirements to the Architect.

§ 3.1.2 If required in the jurisdiction where the Project is located, the Consultant shall be licensed to perform the services described in this Section 3.1, or shall cause such services to be performed by appropriately licensed design professionals.

§ 3.1.3 Upon request of the Architect, the Consultant shall furnish to the Architect, with reasonable promptness, interpretations of the Contract Documents prepared by the Consultant.

§ 3.1.4 The Consultant shall, within time limits agreed upon or otherwise with reasonable promptness, render written recommendations on claims, disputes and other matters in question between the Owner and Contractor relating to the execution or progress of This Portion of the Project as provided by the Contract Documents.

§ 3.1.5 The Consultant shall assist the Architect in determining whether the Architect shall reject Work for This Portion of the Project which does not conform to the Contract Documents or whether additional inspection or testing is required.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services may be provided after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services that may arise as the Project proceeds, as described in the Prime Agreement, the Consultant shall notify the Architect. The Consultant, however, shall not proceed to provide such services until the Consultant receives the Architect's written authorization. Except for services due to the fault of the Consultant, any Additional Services provided in accordance with this Section 4.1 shall entitle the Consultant to compensation pursuant to Section 11.2.

§ 4.2 The Consultant shall provide () site visits during construction of the Project. When this number is reached, the Consultant shall notify the Architect. The Consultant shall conduct site visits in excess of that number as Additional Services.

ARTICLE 5 ARCHITECT'S RESPONSIBILITIES

§ 5.1 The Architect shall provide available information in a timely manner regarding requirements for and limitations on This Portion of the Project, including a copy of the Owner's program for the Project. Within seven days after receipt of a written request, the Architect shall request information from the Owner as necessary and relevant for the Consultant to evaluate, give notice of or enforce lien rights. Within seven days of receipt of such information from the Owner, the Architect shall furnish the information to the Consultant.

§ 5.2 The Architect shall identify a representative authorized to act on the Architect's behalf with respect to This Portion of the Project. The Architect or such identified representative shall render decisions in a timely manner pertaining to documents submitted by the Consultant in order to avoid unreasonable delay in the orderly and sequential progress of the Consultant's services. The Architect shall not replace its identified representative without the approval of the Consultant, which shall not unreasonably be withheld.

§ 5.3 On the Consultant's request for This Portion of the Project, the Architect shall furnish to the Consultant, in a timely manner, (1) detailed layouts showing the location of connections, and (2) tabulations giving sizes, loads and other information on equipment designed, specified or furnished by others for design and coordination of This Portion of the Project.

§ 5.4 The Architect shall confer with the Consultant before issuing interpretations or clarifications of documents prepared by the Consultant and shall request the recommendation of the Consultant before providing interpretations or clarifications of shop drawings, product data, samples or other submissions of the Contractor, or upon Change Orders and Construction Change Directives affecting This Portion of the Project.

§ 5.5 The Architect shall furnish to the Consultant a copy of the preliminary estimate or updated estimates of Cost of the Work as submitted to the Owner, bidding documents, bid tabulations, negotiated proposals and Contract Documents, including, to the extent they pertain to this Portion of the Project, Change Orders and Construction Change Directives for the Consultant's use in the design and coordination of This Portion of the Project.

§ 5.6 The Architect shall advise the Consultant of the identity of other consultants participating in the Project and the scope of their services.

§ 5.7 If the Consultant reasonably requests information from investigations, surveys, tests, analyses and reports, or the services of other consultants not within the scope of the Consultant's services, the Architect shall request that the Owner furnish the information or services.

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

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work is defined as set forth in the Prime Agreement.

§ 6.2 When the Project requirements have been sufficiently identified, if required of the Architect by the terms of the Prime Agreement, the Consultant shall prepare and submit to the Architect an estimate of Cost of the Work for This Portion of the Project. The Consultant shall update the estimate for This Portion of the Project as required by the Prime Agreement.

§ 6.3 If at any time the estimate for the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Consultant shall make appropriate recommendations to the Architect to adjust the Project's size, quality or budget related to This Portion of the Project. Additionally, the Consultant shall cooperate with the Architect and the Architect's other consultants in redesigning the Work for This Portion of the Project to comply with the budget for the Cost of the Work. Payment for such redesign shall be contingent upon applicable terms in the Prime Agreement.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 Upon execution of this Agreement, the Consultant grants to the Architect a license to use the Consultant's Instruments of Service in the same manner and to the same extent as the Architect has granted a license to the Owner in the Prime Agreement. transfers to the Architect all intellectual property rights in and to the Consultant's Instruments of Service and the design of This Portion of the Project contained herein. The Architect shall, in its sole discretion, have the exclusive right to transfer or assign to the Owner any of the foregoing rights granted to the Architect. The Architect agrees that all uses of the Consultant's Instruments of Service shall be limited to the Project and shall indemnify the Consultant for damages arising from any unauthorized use by the Architect on another project.

§ 7.2 The Architect and the Consultant shall not make changes in each other's Instruments of Service without written permission of the other party.

§ 7.3 The Consultant shall maintain on file and make available to the Architect design calculations for This Portion of the Project, and shall furnish copies thereof to the Architect on request.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 Subject to Section 8.2, any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to the same dispute resolution provisions as set forth in the Prime Agreement. 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 under the dispute resolution provisions set forth in the Prime Agreement.

§ 8.2 If the claim, dispute or other matter in question arising out of or related to this Agreement is unrelated to a dispute between the Architect and Owner, or if the Consultant is legally precluded from being a party to the dispute resolution procedures set forth in the Prime Agreement, then claims, disputes or other matters in question shall be resolved in accordance with this Section 8.2. Any such claim, dispute or matter in question shall be subject to mediation as a condition precedent to binding dispute resolution. Mediation shall be conducted as set forth in AIA Document B101™-2007 at Sections 8.2.1, 8.2.2 and 8.2.3. When applying those provisions to this Agreement, "Architect" shall be substituted for "Owner," and "Consultant" shall be substituted for "Architect." If the parties do not resolve a claim, dispute or matter in question through mediation, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Architect 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 the terms and conditions set forth in Section 8.3 of AIA Document B101™-2007. When applying those provisions to this Agreement, "Architect" shall be substituted for "Owner," and "Consultant" shall be substituted for "Architect."~~

Litigation in a court of competent jurisdiction

~~Other (Specify)~~

§ 8.3 The Consultant shall indemnify and hold the Architect and the Architect's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Consultant, its employees and its consultants in the performance of professional services under this Agreement. The foregoing indemnity shall be effected on a comparative cost basis according to the Consultant's percentage of responsibility or fault, and in accordance with applicable law for the jurisdiction governing the performance of services described in this Agreement and the comparative responsibility of the Architect and Consultant. This indemnification provision by the specific Agreement of the Architect and the Consultant shall apply to any worker's compensation claims made by employees of the Consultant. In the event a claim is made by against the Architect alleging damages that are claimed to have been caused by the Consultant, as a material term of this Agreement the Consultant agrees that it shall at its expense respond to any written queries

regarding the claim, and defend the claim and the Architect through resolution of the claim by negotiation, mediation, trial, or arbitration if applicable. Such defense shall include all attorneys' fees and expenses, expert witness fees and expenses, costs of mediation, and costs of court. A breach of any requirement of this Paragraph 8.3 shall be cause for termination of this Agreement and for forfeiture of all compensation earned or paid to the Consultant. The Consultant acknowledges that one hundred dollars (\$100.00) of its fee has been designated as consideration for this indemnification. The limit of the consultant's indemnity obligation shall be \$10,000,000, which amount the Consultant agrees bears a reasonable commercial relationship to the contract.

§ 8.4 The Architect shall indemnify and hold the Consultant and the Consultant's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its other consultants in the performance of professional services under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 Except as otherwise provided below, the Architect may terminate this Agreement or suspend the Consultant's services pursuant to the same terms and conditions under which the Owner may terminate the Prime Agreement or suspend the Architect's services under the Prime Agreement. Additionally, the Consultant may terminate this Agreement or suspend its services pursuant to the same terms and conditions under which the Architect may terminate the Prime Agreement or suspend its services under the Prime Agreement. This Agreement may be terminated by the Architect for convenience and without cause upon written notice to the Consultant in the event that continuation of the Consultant's services for This Part of the Project is not required by the Architect. On termination of this Agreement as provided by this Paragraph, the Architect shall pay the Consultant for all services performed and expenses incurred by the Consultant and for which payment is actually due and owing from the Architect as provided in this Agreement on the day the written notice is received by the Consultant, plus the reasonable value of all services performed by the Consultant up to the time such notice is received by the Consultant, not yet due and payable under this Agreement.

§ 9.2 Either party may terminate this Agreement at such time as the Prime Agreement is terminated. The Architect shall promptly notify the Consultant of such termination.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law provided in the Prime Agreement. If the parties have selected arbitration as the method of binding dispute resolution in Section 8.2, the Federal Arbitration Act shall govern the arbitration set forth in Section 8.3 of AIA Document B101™-2007.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201™-2007, General Conditions of the Contract for Construction.

§ 10.3 The Architect and Consultant, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither Architect nor Consultant shall assign this Agreement without the written consent of the other.

§ 10.4 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 Architect or Consultant. Notwithstanding the foregoing, the Owner shall be an intended third party beneficiary of this Agreement. The Architect may in its sole discretion assign this Agreement to the Owner, and the Consultant consents to such assignment.

§ 10.5 Unless otherwise required in this Agreement, the Architect and Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.6 If the Consultant or Architect receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Consultant’s Services as described under Article 3, the Architect shall compensate the Consultant as follows:

(Insert amount of, or basis for, compensation.)

§ 11.2 For Additional Services that may arise during the course of the Project, the Architect shall compensate the Consultant as follows:

(Insert amount of, or basis for, compensation.)

§ 11.3 Compensation for Additional Services of the Consultant’s subconsultants when not included in Section 11.2, shall be the amount invoiced to the Consultant plus (), or as otherwise stated below:

§ 11.4 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

§ 11.5 COMPENSATION FOR REIMBURSABLE EXPENSES

The Architect shall reimburse the Consultant for the Reimbursable Expenses necessarily incurred by the Consultant or the Consultant’s employees directly relating to the Project and listed in the Prime Agreement. Reimbursable Expenses are in addition to compensation for the Consultant’s services and Additional Services.

§ 11.6 PAYMENTS TO THE CONSULTANT

§ 11.6.1 The Consultant shall submit invoices for services and Reimbursable Expenses in accordance with the provisions of the Prime Agreement but in no event later than sixty (60) days after the last day of the month in which the services are provided. Invoices submitted after sixty (60) days may not be paid. The Architect shall review such invoices and, if they are considered incorrect or untimely, the Architect shall, within ten days from receipt of the Consultant’s billing, review the matter with the Consultant and confirm in writing to the Consultant the Architect’s understanding of the disposition of the issue.

§ 11.6.2 Payments to the Consultant shall be made promptly after the Architect is paid by the Owner under the Prime Agreement of compensation on account of services rendered and for Reimbursable Expenses incurred shall be made in accordance with the payment protocol for payments to the Architect shown in the Prime Agreement; however, the Architect having been paid by the Owner for the portion of the compensation and expenses of the Consultant is a condition precedent to when the Architect shall pay the Consultant such compensation and expenses. The Architect shall pay the Consultant for the portion of such fees and expenses due the Consultant within ten (10) days of receipt of payment by the Architect from the Owner for such fees and expense. The Architect shall exert reasonable and diligent efforts to collect prompt payment from the Owner. The Architect shall pay the Consultant in proportion to amounts received from the Owner which are attributable to the Consultant’s services rendered and Reimbursable Expenses incurred. The conditions of payment by the Architect to the Consultant shall not be construed to limit, waive, affect, or impair any rights of the Consultant to file or enforce any mechanic’s lien arising from non-payment of any compensation earned or Reimbursable Expenses incurred by the Consultant, that remain unpaid to the Consultant upon termination of this Agreement or completion of the Project.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

Consultant shall as part of Basic Services perform the following services:

1. Furnish a vapor (dew point) drive analysis to determine if, and where, to locate vapor barrier for all exterior wall and roof conditions.
2. Furnish a composite plot of all reflected ceiling devices to Architect ten (10) days prior to each major submittal which slows interdisciplinary coordination.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Architect 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 Architect and Consultant.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document C401™–2007, Standard Form Agreement Between Architect and Consultant
- .2 Prime Agreement attached as Exhibit A
- .3 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:



- .4 Other documents:
(List other documents, if any, including additional scopes of service forming part of the Agreement.)



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

ARCHITECT *(Signature)*

R. Craig Williams, AIA
Principal and Senior Vice President

(Printed name and title)

Executed this day of , 2007

CONSULTANT *(Signature)*

(Printed name and title)

Executed this day of , 2007