

SPECIAL PROVISIONS TO STANDARD ARTICLES
OF THE AGREEMENT BETWEEN OWNER AND ARCHITECT

1. Paragraph B.(2) of Article 2 of the Articles is amended by the addition of the following provision: “The furnishing by the Owner of the Planning Program shall in no manner whatsoever limit or restrict the Architect’s duty and responsibility to design the Project in accordance with the applicable standards of professional care. The Architect agrees that the limitations set forth in the Planning Program are not a justification for the breach of sound principles of architectural and engineering design. The Architect shall take no calculated risks in the design of the Work. The Architect agrees that in the event it cannot design the Work within the limitations set forth in the Planning Program without disregarding sound principles of design, it will give written notice at once of same to the Owner.”

2. Paragraph B.(4) of Article 2 of the Articles is deleted and replaced with the following: “The Owner will designate in writing an Owner’s Representative through whom the Architect shall communicate regarding the Project. The Architect shall not take any directions from any other employee or representative of the Owner, except the Owner’s Representative, concerning the scope of the services to be provided or the specific programmatic details or project requirements, except as directed by the Owner’s Representative or as provided in the Construction Documents. In response to documents, questions, or recommendations submitted by the Architect, the Owner’s Representative will render decisions, directions, and answers, or obtain them from the Owner, in a timely manner to avoid unreasonable delay in the orderly and sequential progress of the Architect’s services or performance of the Work by the Contractor. In the absence of the Owner’s Representative the Owner shall designate in writing a substitute representative whom the Architect shall communicate through regarding the project.”

3. Paragraph B.(13) of Article 2 of the Articles is amended to read as follows: “The Owner shall insure that the Architect shall have reasonable access to the Work whenever it is in preparation or progress.”

4. Paragraph B.(14) of Article 2 of the Articles is amended by the addition of the following provision: “The parties expressly agree, however, that any failure by the Owner to provide such notice shall not in any manner whatsoever relieve, release or discharge the Architect from any responsibility or liability it may have for any such errors, omissions, or inconsistencies.”

5. Paragraph C.(3) of Article 2 of the Articles is amended by the addition of the following provision: “By executing this Agreement, the Architect represents to the Owner that it is professionally qualified to act as the Architect for the Project and is licensed to practice architecture by all public entities having jurisdiction over the Architect and the Project. Similarly, the Architect represents that any consulting engineers retained by the Architect in connection with the Project are properly qualified to act in their respective capacities and are duly licensed by any public entities having jurisdiction over such engineers. The Architect further represents to the Owner that it will maintain all necessary licenses, permits or other authorizations necessary to act as Architect for the Project until the Architect’s remaining duties hereunder have been fully satisfied and all consulting engineers shall also maintain any licenses,

permits or other authorizations necessary for them to act in their respective capacities. The Architect assumes full responsibility to the Owner for the improper acts and omissions of its consultants or others employed or retained by the Architect in connection with the Project.”

6. Paragraph C.(4) of Article 2 of the Articles is amended by the addition of the following provision:

- (d) “calculate in detail all structural, mechanical, and electrical Work, including but not limited to, life-cycle costing and energy consumption analysis;
- (e) consider and provide ample provision in the structural system for expansion and contraction, including but not limited to, building frames, the roof system, gravel stops, gutters, roof expansion joints, metal flashing and metal counterflashing, roof decks, concrete structures, and masonry walls;
- (f) prepare plans, specifications, and other documents which provide that the building, if constructed in accordance with same, will be free from leaks;
- (g) provide plans, specifications, and other contract documents which are adequate, fit, coordinated, and sufficient for construction.
- (h) services used in relation to the design and/or the administration of this Project shall procure the most recent version of the UAB Facilities Standards published on the following website location <http://www.fab.uab.edu/> and incorporate them into the design and/or the administration of the subject Project. All exceptions or modifications to the standard shall be addressed in writing for documentation and approval by the Owner prior to inclusion in the Project.

Notwithstanding any other provision of this Agreement, the Architect acknowledges and agrees that by approving any of the Drawings and Specifications, the Owner does not undertake to inquire into the adequacy, fitness, suitability, correctness, or adherence to the UAB Facilities Standards, applicable laws, building codes, standards, regulations, ordinances and rules of the architectural or engineering design. The Architect agrees that no such approval by any person, body, or agency shall relieve it of the responsibility for the adequacy, fitness, suitability, correctness and adherence to the UAB Facilities Standards of the architectural and engineering design nor shall any such approval relieve or release the Architect from its duty and responsibility to design Work and the Project in accordance with sound and accepted architectural and engineering principles applicable laws, building codes, standards, regulations, ordinances and rules.”

7. Paragraph C.(2) of Article 3 of the Articles is amended to read as follows: “Unless otherwise provided in this Agreement, the Architect shall prepare final Drawings and Specifications as prescribed in the Manual of Procedures and Bulletin 1983 No. 26 for Final Plan Submittal. Additionally, all Drawings shall be one hundred percent compatible with the latest version of Auto Cad (Windows Version) and all Specifications shall be one hundred percent

compatible with the latest version of Microsoft Word for Windows. All electronic data shall be provided on CD-ROM, or as otherwise specified by the Owner.”

8. Paragraph C.(4) of Article 3 of the Articles is amended to add the following: “It is expressly agreed, however, that the approval by the Owner of any of the Drawings or Specifications, or of any other work of the Architect, shall not in any manner whatsoever relieve or release the Architect from any of its duties or responsibilities arising under this Agreement or otherwise. The Owner’s approval is for the limited purpose of affirming that the Architect’s design appears to generally conform to the Project program. The Owner’s approval does not purport to pass upon the adequacy or fitness of any of the Contract Documents or whether or not they meet the required standards of professional care owed by the Architect to the Owner.”

9. Paragraph C. of Article 3 of the Articles is amended by the addition of the following provision:

(6) The Architect shall design the Project in strict conformity with all applicable laws, regulations, rules, ordinances, codes, and UAB Facilities Standards. The design prepared by the Architect shall meet all requirements of the Americans with Disabilities Act Accessibility Guidelines. The Architect, and all of its design consultants, shall procure and carefully review, the most current edition of the UAB Facilities Standards as published on the website identified as <http://www.fab.uab.edu/> and, unless the Owner directs otherwise in writing, said UAB Facilities Standards shall be incorporated by the Architect and its consultants in its design and administration of the Project.

(7) In addition to all other duties and obligations of the Architect as provided in this Agreement, and in addition to all other rights and remedies of the Owner, the Architect shall be responsible for the correction and redesign of any and all design errors, defects, deficiencies and omissions and such correction and redesign shall be at no cost to the Owner. This obligation shall remain in full force and effect for five (5) years from the date of Substantial Completion of the Project.”

10. Paragraph D.(3) of Article 3 of the Articles is amended to read as follows: “If the Owner determines that a pre-bid conference will be advantageous to the Project, the Architect shall include proper notice of such conference in the advertisement for bids and shall organize and conduct a pre-bid conference for prospective bidders. The services of the Architect rendered in connection with any pre-bid conference are Basic Services for which no additional compensation will be paid.”

11. Paragraph E.(4) of Article 3 of the Articles is amended by the addition of the following provision: “ Provided, however, if the Owner requests the Project Record, in whole or in part, in order to investigate any potential errors or omissions in the work of the Architect, the Architect shall not be reimbursed for a copy of same.”

12. Paragraph E.(6) of Article 3 of the Articles is amended by the addition of the following provision immediately after the first sentence of said Paragraph: “Except as expressly provided in subparagraph (b) herein below, approval by the architect of the Contractor’s Shop Drawings

or submittals shall constitute the Architect's representation to the Owner and that such Shop Drawings or submittals are in conformance with the requirements of the Construction Documents."

13. Paragraph E.(7)(c) of Article 3 of the Articles is amended by the addition of the following provision: "Absent receipt of the required monthly update to the Progress Schedule and Report, the Architect shall not certify the Contractor's Application for Payment with respect to such month, unless otherwise directed by the Owner."

14. Paragraph E.(8)(d) of Article 3 of the Articles is amended by the deletion of the last sentence therein and the substitution in lieu thereof of the following provision: "This requirement for monthly inspection by an Alabama registered Architect may be waived in writing by the Owner during periods in which weather or other conditions delay progress, or during slow phases of construction, making inspections during such period unwarranted."

15. Paragraph E.(10)(g) of Article 3 of the Articles is amended by the addition of the following provision: "Notwithstanding any other provision herein, the Architect shall receive no additional compensation for the preparation of details, supplemental drawings, specifications, or other documents to describe a change in the Work if said change is necessary, in whole or in part, as a result of any error or omission of the Architect."

16. Paragraph E. of Article 3 is amended by the addition of the following provision: "

(14) In addition to the inspections of the Architect, the Architect's Consulting Engineers shall inspect the work as necessary to protect the interest of the Owner but no less frequently than the following:

- | | | |
|----------------------------|-------|-------------|
| 1. The Civil Engineer | _____ | inspections |
| 2. The Structural Engineer | _____ | inspections |
| 3. The Electrical Engineer | _____ | inspections |
| 4. The Plumbing Engineer | _____ | inspections |
| 5. The HVAC Engineer | _____ | inspections |

(15) The Owner shall be notified no less than twenty-four (24) hours prior to any inspections required herein. To the extent the Architect or its Consulting Engineers perform more than the minimum number of inspections required herein, and provided the Owner approves in writing any additional inspections, the Architect shall be compensated for such additional inspections on a Direct Personnel Expense (DPE) basis times a maximum multiple factor of 2.5, plus any approved travel, lodging, and expenses payable by Owner's per diem rates set forth in this Agreement. Direct Personnel Expense includes actual salary plus mandatory and customary benefits for statutory employee benefits, insurance, sick leave, holidays and vacations, pensions and similar benefits. Direct Personnel Expense shall not exceed _____

(\$ _____) per hour and the total cost for all special site inspections shall not exceed _____ (\$ _____) for the entire construction period and one year guarantee period.

- (16) The Architect shall assign only qualified personnel to perform any service concerning the Project. At the time of execution of this Agreement, the parties agree that the following named individuals will perform those functions so indicated:

<u>Name</u>	<u>Function</u>
_____	_____
_____	_____
_____	_____
_____	_____

So long as the individuals named above remain actively employed or retained by the Architect, they shall perform the functions indicated unless the Owner agrees otherwise in writing.

- (24) The duties and responsibilities of the Architect as set forth in this Agreement shall not be diminished, relieved, released, or otherwise affected in any respect by the presence of any representative of the Owner at the site or by any inspections of the Owner or any of its representatives of any of the Work.”

17. Article 3 of the Articles is amended and the following is inserted as paragraph “F. Approval of Additional Basic Services Required”

“**F. Approval of Additional Basic Services Required** Any services in addition to Basic Services as provided in Article 3 shall be approved in writing by the Owner’s Representative prior to execution. Unless such prior approval is issued by the Owner’s Representative prior to execution of the additional Basic Services work, the Owner may not pay the Architect for execution of such services

18. Paragraph D. of Article 4 of the Articles is amended to add the following: “**D. Change Order Work.** As set forth in this Agreement, the Basic Fee Rate shall be applicable to all Change Orders executed with respect to the Construction Contract. Such Basic Fee Rate shall be applied, without change, to (1) the tentative Cost of the Work until opening of bids and then retroactively to the amount of the Construction Contract, including Change Orders and (2) the combined cost of all buildings or other Work covered by the Agreement. The resulting increase in the Basic Fee shall be the sole and exclusive compensation due the Architect arising out of or relating to such Change Orders, including but not limited to, the sole and exclusive compensation due the Architect for preparing or revising any Drawings, Specifications or other documents relating to such Change Orders. Notwithstanding any other provision herein, the parties agree that the Architect shall be entitled to no increase in the Basic Fee arising out of, or relating to, any changes in the Work or the Project which result, in whole or in part, from any error or

omission of the Architect, and the Architect shall perform any and all architectural or engineering services necessitated by any such changes at no cost to the Owner.”

19. Paragraph A. of Article 5 of the Articles is amended to add the following: “ ‘Extra Services’ shall not include any services arising out of, or relating to, in whole or in part, any error or omission of the Architect. To the extent any services are required of the Architect which arise out of or relate to, in whole or in part, any error or omission of the Architect, the Architect shall receive no additional compensation for such services.

Notwithstanding the provisions set forth herein, if revisions to the Drawings, Specifications, or other Contract Documents result in a Change Order increasing the Contract Price, the sole and exclusive compensation due the Architect arising out of or relating to such revisions shall be the Basic Fee Rate as applied to the increase in the Contract Price, and the Architect shall receive no payment or compensation for Extra Services as a result of such revisions or Change Order regardless of the conditions or circumstances necessitating the change.”

20. Paragraph B. of Article 5 of the Articles is amended by the addition of the following provision: “Furthermore, no additional compensation shall be due the Architect if the delay in achieving Substantial Completion is caused by any error or omission of the Architect.”

21. Paragraph C. of Article 5 of the Articles is amended by the addition of the following provision: “Notwithstanding any other provisions herein, in the event any error or omission of the Architect is the cause of any emergency, the Architect shall receive no additional compensation arising out of, or relating to, any services furnished by the Architect as a result of such emergency.”

22. Paragraph E. of Article 5 of the Articles is amended by the addition of the following provision: “Notwithstanding any other provision herein, if any termination of the Construction Contract, or suspension of the Work, results from any act or omission of the Architect, the Architect shall not be paid any additional compensation arising out of or relating to any such termination or suspension.”

23. Paragraph F. of Article 5 of the Articles is amended to read as follows: “The Architect shall perform no Extra Services without the prior written approval of the Owner and absent such approval, the Architect shall not be entitled to payment for same. When due, compensation for such Extra Services shall be computed on the basis of a fixed hourly rate or a multiple of Direct Personnel Expense (DPE). “Direct Personnel Expense” is defined as the direct salaries or wages paid to employees of the Architect who are engaged directly on the Project, plus the cost of customary and statutory benefits for social security contributions, unemployment, excise and payroll taxes, and workers’ compensation, health and retirement benefits, sick leave, vacation and holiday pay, with a cumulative total not to exceed 130 percent. Overtime pay shall not be included unless specifically approved in advance by the Owner. The Architect shall furnish to the Owner, prior to the execution of these services, a listing of all such personnel who will perform such work along with DPE rates and proposed multiplier thereof. In calculating DPE rates for non-principals, the hourly rate associated therewith will be determined by dividing the non-principal’s annual salary by 2,080 hours.

- (1) Employees' time (other than principals) shall be compensated at a maximum multiple of two and one-half (2 and ½) times the employees' Direct Personnel Expense. DPE shall be computed as defined in 23. These maximum hourly (D.P.E. x two and one-half) rates are as follows:

Associate	_____
Project Manager	_____
Project Architect	_____
Staff Architect	_____
Architectural Designer	_____
Draftsperson	_____
CADD Operator	_____
Specifier	_____
Job Site Observer	_____
Clerical	_____
Staff Engineer	_____
Engineering Designer	_____
Other (Specify)	_____

- (2) Principals' time at a fixed rate not to exceed _____ dollars per hour. Principals' hours shall not exceed 10% of total hours billed without prior written authorization by the Owner.

- (3) Consulting Engineers:
Companies, Design Principals, and employee classifications for this Project, along with compensation rates applicable thereto, shall be submitted to the Owner for review and approval. Billings to the Owner, through the Architect, shall be Principal time at a fixed hourly rate, and employees other than Principals at a maximum multiple of two and one-half (2 and ½) times Direct Personnel Expense as defined hereinabove.

(A) PHASING OF THE WORK: If the Owner requires that the Project be constructed in Phases, the Architect may be compensated for extra administrative expenses associated therewith, including additional State and Local Regulatory Agency submittals, reproductions of drawings and specifications, advertising and receiving bids, and duplication of Contract Administrative Services, if approved; compensation therefore will be defined in a separate amendment to this Agreement with required prior approval of the Owner or a maximum therefore stipulated in this Agreement.

(B) PROFESSIONAL MODEL/RENDERINGS: If a determination is made by the Owner that finished professional models and/or renderings are required in conjunction with this Project, these items will constitute an

Extra Service as defined in this Agreement, and the Owner will reimburse the Architect for the actual cost plus handling with a markup of 1.1 times the cost of these models and/or renderings.

- (C) PREPARATION OF RESOURCE DRAWINGS: If the Owner requires architectural resource drawings of existing facilities, the Architect shall be compensated for extra preparation expense for resource drawings in an electronic data format acceptable to the Owner. Compensation for these services shall be on a Direct Personnel Expense (DPE), basis and shall not exceed _____ (\$_____) per hour and total cost for resource drawings shall not exceed _____ (\$_____).
- (D) Documentation accurately reflecting the time expended by the Architect and its personnel, and records of Reimbursable Expenses, shall be maintained by the Architect and shall be available to the Owner for review and copying upon request for the period of no less than seven years upon the issue of the Certificate of Substantial Completion.”

24. Article 6 of the Articles is amended to read as follows: “**REIMBURSABLE EXPENSES.** Reimbursable Expenses are expenses of the Architect directly attributable to the Project paid for by the Owner in addition to compensation for Professional Services. Reimbursable Expenses shall only be those described hereinafter:

The Following Reimbursable Expenses shall be paid based on the actual documented costs to the Architect with a maximum multiple of 1.1 times Direct Expense. Stipulated maximums for each category of such services shall be provided in this Agreement or otherwise submitted for review and approval by the Owner in the form of a separate amendment hereto:

- (1) For architectural and engineering firms located within the metropolitan area of Birmingham, Alabama (defined as the counties of Jefferson, Shelby, Blount, Walker and St. Clair), mileage is not reimbursable. Parking fees to a maximum of \$7 per day are reimbursable.
- (2) For architectural and engineering firms located outside the metropolitan area of Birmingham, Alabama, mileage is reimbursable outside the metropolitan area at the State automobile reimbursable rate. Parking fees to a maximum of \$7 per day are reimbursable.
- (3) Living expenses in connection with out-of-town travel to locations other than UAB and related to the Project, with prior approval of the Owner. All such expenses require documented back-up for reimbursement (i.e. original receipt).
- (4) Living expenses in connection with out-of-town travel to UAB are reimbursable at the following per diem rates (alcoholic beverages are not reimbursable):

Trips requiring an overnight stay
Hotel: \$139 per night
Meals: \$75 per day

Trips not requiring an overnight stay or half day visit
Meals: \$38

These per diem rates shall be considered payment in full for living expenses regardless of the accommodation utilized or actual food expense. Architects and Consultants may use UAB rates at local Birmingham hotels to minimize expense - see website for rates <http://main.uab.edu/show.asp?durki=10438>. Rates are subject to negotiation and revision each calendar year to adjust for inflation. Certification of the trip dates and number of days are required for reimbursement (logs for reimbursement is require with monthly billings).

The following items are not reimbursable:

- Telephone calls, both local and long distance.
 - Interoffice printing for consultant coordination and check prints.
 - Photocopies or faxes (except for issuance of specification).
- (5) Expense of travel by air for site visits in connection with the Project or trips from the Architect's office to Birmingham made at the request and/or approval of the Owner. Airfare shall be limited to tourist class or its equivalent. The use of privately owned aircraft is not reimbursable, unless specifically approved in advance by the Owner.
- (6) Expense of reproduction of review, construction, and record drawings (mylar record drawings only), and specifications (after the first 25 bid sets for construction, as specified under Basic Services), excluding such documents for use in the Architect's office or by the Architect's Consultants, and in excess of those provided by the Architect under the Basic Agreement.
- (7) Expense of transmitting and handling of drawings and specifications issued for review and construction. Transmitting and handling of drawings and specifications to multiple Architect offices or his Consultants is not reimbursable.
- (8) Fees for the review of drawings and specifications by governmental authorities having jurisdiction over the Project.

25. Paragraph A. of Article 8 of the Articles is amended by the addition of the following provision:

- (1) If the Architect is directed by the Owner to include in the Contract Documents major movable equipment, the cost of such equipment shall be included in the

computations of the cost of the work, and the cost of the work shall be increased to reflect such inclusion.

- (2) Materials purchased for the Project utilizing a Sales Tax Agreement shall be considered at less than market cost, and the taxes thereon shall be included in the computations for defining the cost of the work.

26. Article 12 of the Articles is amended to read as follows: “The Drawings, Specifications and other documents or things prepared by the Architect for the Project shall become and be the sole property of the Owner. The Architect shall be permitted to retain copies thereof for its records and for its future professional endeavors. Such Drawings, Specifications and other documents or things may be used by the Architect for use on other Projects. Any reuse by the Owner without the written approval of the Architect, shall be at the sole risk of the Owner and to the extent allowed by Alabama law, the Owner shall indemnify and save harmless the Architect from any and all liability, costs, claims, damages, losses and expenses arising out of, or resulting from, such reuse.”

27. Paragraphs A., B., C., D., and G. of Article 13 of the Articles is amended to read as follows: “The Architect shall take out, pay for, and at all times during the performance of services hereunder maintain insurance as will satisfy the indemnity requirements listed hereinafter and meet all the requirements under workers’ compensation or similar acts.

Insurance required hereinafter shall (1) be primary and non-contributory insurance written on an occurrence basis (when available) to the full limits of liability hereinafter stated and should the Owner have other valid insurance, the Owner’s insurance shall be excess insurance only; (2) include a severability clause substantially in the following terms:

‘The insurance afforded applies separately to each insured against whom claim is made or suit is brought, but the inclusion hereunder of more than one insured shall not operate to increase the limits of the insurance carrier’s liability. The inclusion of any person or organization as an insured shall not affect any right that such person or organization would have as a claimant if not so included’

and (3) contain an endorsement substantially stating:

‘Cancellation or reduction by endorsement in the limits of liability of the policy to which this endorsement is attached shall not become effective without thirty (30) calendar days prior written notice having been delivered to the Owner’

Without limitation of the requirements set forth in this Section, the Architect shall maintain insurance with coverage and minimum limits of liability as follows:

- (1) **Workers’ Compensation and Employers’ Liability** providing statutory coverage under the Workers’ Compensation and Occupational Disease Laws of

the state where operations are being performed under this Agreement; and Employers' Liability with the following minimum limits:

- a) Bodily Injury by Accident - \$1,000,000 each accident
- b) Bodily Injury by Disease - \$1,000,000 each employee

- (2) **Comprehensive General Liability** written on an ISO Occurrence Form (current edition as of the state of this Agreement) or equivalent, which shall include, but need not be limited to, coverage for bodily injury (including death), personal injury liability; property damage arising from premises and operations liability, products and completed operations liability, and contractual liability with the following minimum limits:

Coverage	Limit
1. General Aggregate	\$2,000,000.00
2. Products, Completed Operations Aggregate	\$2,000,000.00
3. Personal and Advertising Injury	\$1,000,000.00 per Occurrence
4. Each Occurrence	\$1,000,000.00

Such coverage to include: broad form contractual liability covering liability assumed under this Agreement.

The Comprehensive General Liability policy shall name the Board of Trustees of the University of Alabama, its trustees, directors, officers, employees, representatives, and agents as additional insureds and shall state that this coverage shall be primary insurance for the additional insureds.

- (3) **Commercial Automobile Liability** affording coverage for bodily injury (including death), and property damage with limits no less than \$1,000,000 per occurrence; and such coverage to include liability for the operation of owned, hired, and non-owned vehicles. The policy shall name the Board of Trustees of the University of Alabama, its trustees, directors, officers, employees, representatives, and agents as additional insureds and shall state that this coverage shall be primary insurance for the additional insureds.
- (4) **Professional Liability (Errors and Omissions) Insurance** coverage shall be provided for claims originating out of a negligent act, error, or omission by the Architect in the rendering of the services. Such insurance shall include coverage for all such claims. Such insurance shall be written in an amount not less than \$2,000,000 for any one claim and \$2,000,000 in the aggregate for a period ending not less than four years following completion of each Project for which the Architect is employed under this Agreement. The policy deductible shall not exceed \$25,000; such deductible shall be paid by the Architect on behalf of the Architect and the Owner. Such coverage shall include an endorsement providing contractual liability covering liability assumed under this Agreement.

In no event shall the provisions of this Section be construed in any way to limit the Architect's obligations. The limits of coverage required are minimum limits acceptable to the Owner. Higher limits of coverage may be necessary to adequately protect all parties, and if required by the Owner, will be specified hereinafter.

The insurance coverage required herein shall be through policies issued by companies authorized to do business under the laws of the State of Alabama, and the Owner retains the right to disallow coverage from any insurer that does not maintain a rating from A.M. Best Company of an "A-" and a financial size rating of Class VII or higher.

All such insurance, including renewals, shall be subject to the approval of the Owner for adequacy of protection, and evidence of such insurance coverages shall be furnished to the Owner on "Certificates of Insurance" indicating such insurance to be in force and effect and providing that cancellation, expiration, or reduction by endorsement in the limits of liability shall not become effective during the performance of the Work under this Agreement without thirty (30) calendar days prior written notice to the Company. Completed Certificates of Insurance shall be filed with the Owner prior to commencement of work hereunder; provided, however, that the Architect shall at any time, upon request, file two (2) copies of the policies of such insurance with the Owner.

If, in the judgment of the Owner, prevailing conditions warrant the provisions of additional liability insurance coverage or coverage which is different in kind, the Owner reserves the right to require, to the extent it is available, the provisions of an amount of coverage different from the above stated amounts or in kind and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should the Architect fail or refuse to satisfy the requirements of changed coverage within thirty (30) days following the Owner's written notice, this Agreement shall be considered terminated on the date that the required change in policy coverage would otherwise take effect.

Additional limits required shall be _____.

Waivers of Subrogation. To the extent that loss or damage is covered by property insurance during construction, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to proceeds of such insurance held by the Owner, Architect, or Contractor as fiduciary. The Owner or Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein. This waiver shall not be applicable to loss or damage that occurs after final acceptance of the Work.

28. Paragraph B. of Article 15 of the Articles is amended by the addition of the following provision: "The Architect, however, shall not assign this Agreement, in whole or in part, without the prior written consent of the Owner."

30. Paragraph D. of Article 15 of the Articles is deleted and replaced to read as follows: "**Non-Revelation Clause.** No photographs, artistic representations, drawings, images or details of any of the Owner's Projects are to be used or divulged in any manner including in the Architect's promotional and professional materials without the prior written consent of the Owner's Representative."

31. Article 15 of the Articles is amended by the addition of the following provision: “E.
INDEMNIFICATION.

- (1) To the fullest extent permitted by law, the Architect shall defend, indemnify and hold harmless the Owner and its trustees, directors, officers, employees and agents (collectively hereinafter “Indemnities”) and each of them from and against any loss, costs, damages, claims, expenses (including attorney’s fees) or liabilities (collectively hereinafter “Liabilities”) by reason of any injury to or death or disease of any person or damage to or destruction or loss of any property to the extent caused by the performance of or failure to perform the work contemplated by this Agreement which is caused by any errors, omissions, or negligent acts of the Architect or its employees, agents, servants, consultants, contractors, and subcontractors. The Architect expressly agrees to defend, indemnify, and hold harmless the Indemnities from and against all liabilities which may be asserted by an employee or former employee of the Architect, or any of its subcontractors, as provided above, for which the Architect’s liability to such employee or former employee would otherwise be limited to payments under state workers’ compensation or similar laws.
- (2) To the fullest extent permitted by law, the Architect shall defend, indemnify, and hold harmless the Indemnities and each of them from and against any Liabilities by reason of any injury to or death or disease of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with the negligent failure of the Architect to comply with any of the Sections herein or the negligent failure of the Architect to conform to statutes, ordinances, or other regulations or requirements of any governmental authority in connection with the performance of the services provided for in this Agreement to the extent that such liabilities are caused by the Architect’s negligence
- (3) In the event the Contractor, or any third-party, asserts any claim, or institutes any legal action, against the Owner wherein the Owner is alleged to be liable on account of alleged acts or omissions, or both, of the Architect, the Architect shall fully cooperate with the Owner in the investigation and defense of any such claim or legal action without additional costs or expense to Owner, and the Architect shall defend, indemnify, and hold the Owner harmless from any and all costs and expense resulting from any such claim or legal action including, but not limited to, any attorneys’ fees or expert consultant costs incurred in such investigation or defense.”

Exhibit 1

SCHEDULE OF BASIC FEE RATES

<u>COST OF THE WORK</u>			<u>FEE IN PERCENTAGE</u>				
			<u>BUILDING GROUP</u>				
			I	II	III	IV	V
Up	to	\$100,000	8.0	9.0	10.0	11.0	12.0
100,001	to	200,000	7.0	8.0	9.0	10.0	11.0
200,001	to	300,000	6.0	7.0	8.0	9.0	10.0
300,001	to	400,000	5.9	6.9	7.9	8.9	9.9
400,001	to	500,000	5.8	6.8	7.8	8.8	9.8
500,001	to	600,000	5.7	6.7	7.7	8.7	9.7
600,001	to	700,000	5.6	6.6	7.6	8.6	9.6
700,001	to	800,000	5.5	6.5	7.5	8.5	9.5
800,001	to	900,000	5.4	6.4	7.4	8.4	9.4
900,001	to	1,000,000	5.3	6.3	7.3	8.3	9.3
1,000,001	to	1,250,000	5.2	6.2	7.2	8.2	9.2
1,250,001	to	1,500,000	5.1	6.1	7.1	8.1	9.1
1,500,001	to	1,750,000	5.0	6.0	7.0	8.0	9.0
1,750,001	to	2,000,000	4.9	5.9	6.9	7.9	8.9
2,000,001	to	2,500,000	4.8	5.8	6.8	7.8	8.8
2,500,001	to	3,000,000	4.7	5.7	6.7	7.7	8.7
3,000,001	to	3,500,000	4.6	5.6	6.6	7.6	8.6
3,500,001	to	4,000,000	4.5	5.5	6.5	7.5	8.5
4,000,001	to	5,000,000	4.4	5.4	6.4	7.4	8.4
5,000,001	to	6,000,000	4.3	5.3	6.3	7.3	8.3
6,000,001	to	8,000,000	4.2	5.2	6.2	7.2	8.2
8,000,001	to	10,000,000	4.1	5.1	6.1	7.1	8.1
10,000,001	to	12,000,000	4.0	5.0	6.0	7.0	8.0
12,000,001	to	14,000,000	3.9	4.9	5.9	6.9	7.9
14,000,001	to	16,000,000	3.8	4.8	5.8	6.8	7.8
16,000,001	to	18,000,000	3.7	4.7	5.7	6.7	7.7
18,000,001	to	20,000,000	3.6	4.6	5.6	6.6	7.6
20,000,001	to	22,000,000	3.5	4.5	5.5	6.5	7.5
22,000,001	to	24,000,000	3.4	4.4	5.4	6.4	7.4
24,000,001	to	27,000,000	3.3	4.3	5.3	6.3	7.3
27,000,001	to	30,000,000	3.2	4.2	5.2	6.2	7.2
30,000,001	to	33,000,000	3.1	4.1	5.1	6.1	7.1
33,000,001	to	36,000,000	3.0	4.0	5.0	6.0	7.0
36,000,001	to	39,000,000	2.9	3.9	4.9	5.9	6.9
39,000,001	to	42,000,000	2.8	3.8	4.8	5.8	6.8
42,000,001	to	46,000,000	2.7	3.7	4.7	5.7	6.7

46,000,001	to	50,000,000	2.6	3.6	4.6	5.6	6.6
50,000,001	to	and over	2.5	3.5	4.5	5.5	6.5

Exhibit 1 (cont'd)

BUILDING GROUPS OF THE SCHEDULE

Group I: Industrial buildings without special facilities, parking structures and repetitive garages, simple loft type structures, warehouses exclusive of automated equipment, and other similar utilitarian type buildings.

Group II: Armories, apartments, cold storage facilities, dormitories, exhibition halls, hangers, manufacturing/industrial plants, office buildings without tenant improvements, printing plants, public markets, and service garages.

Group III: College classroom facilities, convention facilities, correctional and detention facilities, extended care facilities, gymnasiums (simple, prefabricated-pre-engineered, minimum types shall be classified under Group II), hospitals, institutional dining halls, laboratories, libraries, medical schools, medical office facilities and clinics, mental institutions, office buildings with tenant improvements, parks, playground and recreational facilities, police stations, public health centers, research facilities, schools (elementary and secondary), stadiums, and welfare buildings.

Also, central utilities plants, water supply and distribution plants, sewage treatment and underground systems, electrical sub-stations and primary and secondary distribution systems, roads, bridges and major site improvements when performed as independent projects. When any or all of these types of improvements are incidental to an overall plan of architectural development they will be grouped with the basic architectural service of the overall project unless stated otherwise in the agreement.

Group IV: Aquariums, auditoriums, art galleries, college buildings with special facilities, communications buildings, special schools, theaters and similar facilities.

Group V: Residences and specialized decorative buildings unless otherwise stated in the agreement. Custom designed furnishings shall be categorized in Group V except when considered incidental to the basic architectural service for a building.