## Document B102<sup>™</sup> – 2017

Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services



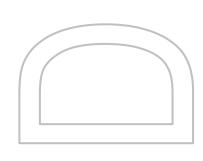
- § 1.5.1 Commercial General Liability with policy limits of not less than (\$) for each occurrence and (\$) in the aggregate for bodily injury and property damage. Comprehensive General Liability including contractual and public liability coverage, and naming Owner, and other parties reasonably requested by Owner, as additional insured, in not less than the following amounts:
  - (i) Bodily injury: \$1,000,000.00 each person and \$1,000,000.00 aggregate
  - (ii) Property Damage: \$1,000,000.00 each occurrence and \$1,000,000.00 aggregate
- § 1.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than (\$ ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile eoverage. Comprehensive Automobile Liability Insurance covering owned, non-owned and leased vehicles with limits of:
  - (i) Bodily injury: \$1,000,000.00 each person and \$1,000,000.00 each occurrence
  - (ii) Property Damage: \$1,000,000.00 each occurrence
- § 1.5.3 The Architect Engineer may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 1.5.1 and 1.5.2.79501irough eg [p(s)-1(1E999ihe coverages ) Tm der Secti)1(ons)-2.71.8976 165 w 49069999



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writing of such appointment, failing which either party may apply to the American Arbitration Association to appoint such neutral arbitrator. If such neutral arbitrator is appointed by the American Arbitration Association he or she shall be a lawyer in a private law firm with ten or more partners.

§ 4.2.7 Rules for Arbitration. If the neutral arbitrator is appointed by the American Arbitration Association, the said Association shall administer the arbitration and its Construction Industry Arbitration Rules shall govern all aspects of the proceeding including the enforcement of any award. If the neutral arbitrator is not appointed by the American Arbitration Association then the panel of arbitrators shall act as the administrator of the arbitration but the Construction Industry Arbitration rules of the Association shall nonetheless govern all aspects of the proceeding, including the enforcement of any award, provided however that the arbitration panel shall have all of the powers and duties conferred on the Association pursuant to said rules. In addition, the following rules shall govern the selection of arbitrators and the proceedings:

§ 4.2.8 Avoidance of Conflicts of Interest.



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§ 7.9.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, includ4.822479quired by law,7683dpoenar, io( or167 law,1( a,



