

TEBRA D

DRIFT

and Contractor A201-2017 as modified by C

Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

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 the Architect.

The Architect 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.

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

BASIC SERVICES:

- Schematic Design
- Design Development
- Construction Documents
- Bidding
- Construction Administration

| | |
|---|----------|
| TOTAL BASIC SERVICES | \$ _____ |
| PLUS REIMBURSABLES NOT TO EXCEED | \$ _____ |
| TOTAL CONTRACT AMOUNT: | \$ _____ |

The Owner shall pay the Architect an initial payment of zero (\$ 0) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for usual and reasonable expenses actually and necessarily incurred in the interest of the Project, plus percent (%) Project.

Reimbursable expenses shall be reasonable and standard rates for expenses. The Owner will not pay for premium travel, lodging, or meals. For example, lowest available or coach fare not first class, cab fare not limousine, lodging base room rate not-to-exceed \$199/night. Expenses shall be for employees of the Architect only when engaged in work directly associated with the project. Reimbursable Expenses must comply with the guidelines contained in this Agreement to be eligible for reimbursement by Owner.

| <u>Reimbursable Guidelines</u> | <u>Sample Charges</u> |
|--|-------------------------------------|
| <u>Category</u> | <u>Sample Charges</u> |
| <u>Communications – Postage/Delivery</u> | <u>USPS, FedEx, Courier Service</u> |

