



TABLE OF ARTICLES

1 INITIAL PROJECT INFORMATION







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ARTICLE 2 ARCHITECT'S RESPONSIBILITIES





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Supplemental Services

Responsibility  
(~~Architect~~, Engineer, Owner, or not  
provided)

§ 4.1.1.1 Assistance with Selection of Construction Manager

*Programmer with Selection of Construction Manager*



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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.

§ 8.2.7 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:

§ 8.2.8 Avoidance of Conflicts of Interest. Neither party may appoint as an arbitrator an employee, officer or an owner of that party, nor the parent, spouse or child of an employee, officer or owner of that party.

§ 8.2.9 Ex Parte Communications Prohibited. After the neutral arbitrator has been appointed, neither party may engage in ex parte communication with the arbitrator appointed by that party.

§ 8.2.10 Contract Performance During Arbitration. Pending final resolution of a Claim including arbitration, unless otherwise agreed in writing, the parties shall proceed diligently with the performance of their respective obligations under this Agreement.

§ 8.2.11 When Arbitration May be Demanded. Demand for arbitration shall





Engineer shall be compensated for expenses incurred in the interruption and resumption of the Architect's Engineer's services. The Architect's Engineer's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect-Engineer, the Engineer may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement 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.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect-Engineer for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect-Engineer terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior









§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for ~~Basic, Supplemental, and Additional Basic~~ Services and include expenses incurred by the ~~Architect-Engineer~~ and the ~~Architect's-Engineer's~~ consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and ~~subsistence~~; subsistence that has been approved in advance in writing by the Owner including airfare, hotel, taxis, rental cars, parking and mileage;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4



§ 11.9 ~~Architect's Insurance-Engineer's Insurance.~~ If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the ~~Architect-Engineer~~ normally maintains, the Owner shall pay the ~~Architect-Engineer~~ for the additional costs incurred by the ~~Architect-Engineer~~ for the additional coverages as set forth below:



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