

**AGREEMENT BETWEEN ARCHITECT AND CONSULTANT**

Agreement made as of the \_\_\_\_\_ (\_\_\_\_) day of \_\_\_\_\_ in the year of Two Thousand Three (2003)

Between the Architect:           Faust, Howell Associates, Inc.  
  14344 Y Street, Suite 101  
  Omaha, Nebraska 68137-2805

and the Consultant:               \_\_\_\_\_  
  \_\_\_\_\_  
  \_\_\_\_\_

Consultant's Discipline:         \_\_\_\_\_

The Architect has made an agreement,  
  
with the Owner:                   \_\_\_\_\_  
  \_\_\_\_\_  
  \_\_\_\_\_

For the following Project:       \_\_\_\_\_  
  \_\_\_\_\_  
  \_\_\_\_\_

which agreement is hereinafter referred to as the Prime Agreement and which provides for professional services in connection with the Project described therein. The Architect has furnished the Consultant with the complete program and requirements of the Project and the Consultant acknowledges being informed as to the nature and extent of the services required.

The Architect and Consultant agree as set forth below.

The Consultant shall provide the Architect the following professional services, which the Architect is required to provide for the Owner under the Prime Agreement.

- **Provide design and documentation for tenant improvements for a \_\_\_\_\_ Division \_\_\_\_\_ specifications shall be shown on the drawings.**
- **Construction Administration services shall include review of shop drawing submittals.**
- **One set of reproducible \_\_\_\_\_ drawings shall be provided with the 100% submittals.**

The Consultant is an independent contractor for This Part of the Project, responsible for methods and means used in performing the Consultant's services under this Agreement, and is not an employee,

agent or partner of the Architect.

The Architect shall be the general administrator of the professional services for the Project, and shall facilitate the exchange of information among the consultants retained by the Architect for the Project as necessary for the coordination of This Part of the Project. 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.

**1. Consultant's Responsibilities**

1.1 The Consultant's services shall be performed according to this Agreement with the Architect in the same manner and to the same extent that the Architect is bound by the Prime Agreement.

1.2 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.

**2. Termination**

2.1 This Agreement may be terminated at such time as the Prime Agreement is terminated. The Architect shall promptly notify the Consultant of such termination.

2.2 The Agreement may be terminated by either party upon not less than ten (10) working 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.

**3. Miscellaneous Provisions**

3.1 This Agreement represents the entire and integrated agreement for This Part of the Project between the Architect and Consultant and may be amended only by written instrument signed by both Architect and Consultant.

3.2 The Architect and Consultant waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages.

**4. Basic Compensation** For Basic Services, as described in the Prime Agreement and other services described in this agreement. Basic Compensation shall be computed as follows:

\_\_\_\_\_ and no/100's dollars (\$ \_\_\_\_\_)

**5. Additional Services** For Additional Services of the Consultant, as described in the Prime Agreement, compensation shall be based on an hourly basis as follows:

- **Professional Engineer at the fixed rate of \_\_\_\_\_ and no/100's dollars (\$ \_\_\_\_\_) per hour.**

- **Design Engineer at the fixed rate of \_\_\_\_\_ and no/100's dollars (\$ \_\_\_\_\_) per hour.**
- **AutoCAD Technician at the fixed rate of \_\_\_\_\_ and no/100's dollars (\$ \_\_\_\_\_) per hour.**
- **Reimbursables according to consultant's rate sheet.**

**6. Payment** Payment shall be made by the Architect to the Consultant within fourteen (14) days of receipt of payment by the Architect from the Owner.

**7. Insurance Coverage** The Consultant shall carry the following insurance coverages:

Professional Liability Insurance	\$1,000,000 per occurrence/ \$1,000,000 aggregate
Workman's Compensation Insurance	As Required by State Law
Commercial General Liability Insurance	
Personal & Adv Injury	\$1,000,000 occurrence/\$2,000,000 aggregate
Automobile Liability	\$1,000,000 combined single limit

**8. Schedule** The proposed time frame for this project is understood to be as follows:

Construction Documents:      A date and time to be determined.

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

Architect

Consultant

Harlan R. Faust, President  
Faust Howell Associates, Inc.

\_\_\_\_\_  
\_\_\_\_\_