

## Standard Short Form of Agreement Between Owner and Architect

**AGREEMENT** made as of the 9th day of May in the year 2023  
(In words, indicate day, month and year.)

**BETWEEN** the Owner:  
(Name, legal status, address and other information)  
Baldwin County Commission  
322 Courthouse Square  
Bay Minette, Alabama 36507

and the Architect:  
(Name, legal status, address and other information)  
Mott MacDonald Architects, Inc.  
107 Saint Francis St., Suite 2900  
Mobile, Alabama 36602

for the following Project:  
(Name, location and detailed description)  
Architectural Design Services; Partial Interior Renovation  
Baldwin County Courthouse; Bay Minette  
Bay Minette, AL 36507

The Owner and Architect agree as follows.

### Scope of Work

The project consists of limited interior renovations to the existing Baldwin County Courthouse in Bay Minette.

1. Design for the expansion of the court security and video monitoring area.
2. Design of a new courtroom and Judge's Chambers for Judge Stankowski (Courtroom No. Nine)
3. Design study for reorienting courtroom Number Two. This courtroom has sight line issues w/ existing structural columns blocking views for the participants in the courtroom. This study is the extent of work in this area.
4. Design work pertaining to a new break area w/ small kitchen that could serve Courtrooms Two and Nine.
5. Design work relating to the reworking of existing acoustical ceiling grid/tile as proposed and approved in renovated areas.
6. Space planning of new office furniture in renovated areas. Assist the County in selection of this furniture.
7. Coordinate with County IT Department.
8. In courtroom number four add Kevlar protection to the interior of Judge Norton's existing bench casework.
9. Provide an opinion of cost based on current construction rates.
10. Remove existing masonry wall to allow configuration of courtroom #9.
11. Structural design for beams and columns due to removal of existing structural wall.
12. Mechanical, Electrical and Plumbing design supporting the renovation of courtroom #9.
13. Bidding and Negotiation
14. Contract Administration.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

## ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services: structural, mechanical, plumbing and electrical engineering design.

### 1.1 Schematic Design

First step is the structural evaluation of the existing structure for which walls shall remain in place in the new layout. Using that evaluation, to proceed with the creation of existing condition drawings, utilizing the existing structure and determining available buildable area. With the buildable area determined, create schematic floor plans and elevations of the new proposed layouts.

### 1.2 Design Development

The Architect will develop an overall program and provide preliminary floor plans showing potential new building layouts based on the existing buildable area for owner's review. Conceptual Design shall include Mechanical, Electrical and Plumbing engineering review for the requested program within the existing structure and project area.

- o Preliminary Floor Plan
- o Preliminary Opinion of Probable Construction Cost

This task will include three design studies.

### 1.3 Construction Documents: Produce Architectural / Interior Design Construction Plans & Specifications, for pricing, bidding and construction.

Documents to include Title Sheet, Legends, Code Summary, Life Safety Plan, Floor Plans (existing, demolition & new), Reflected Ceiling Plan, Interior Elevations, Wall Sections, Details, Door, Window & Finish Schedules, Specifications.

### 1.4 Bidding & Negotiations: The Architect will distribute plans, specs & addenda to selected list of contractors, answer RFI's, issue addenda, attend pre-bid conferences, review bids and provide recommendations.

### 1.5 Construction Administration: The Architect to provide intermittent site visits at critical junctures of construction, provide solutions for RFI's that develop, submittal reviews, punch list, process certificate of substantial completion and close out documents.

### 1.6 Changes to Design after Approval: Changes to design drawings after approvals have been made by the County that affect the progress made in the completion of design development or working drawings are to be billed hourly per the attached 2023 Mott MacDonald rate sheet.

During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design, which shall be set forth in drawings and other documents appropriate for the Project. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining bids or proposals, and in awarding contracts for construction.

During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during

construction is described in AIA Document A105™-2017, Standard Short Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A105-2017, those modifications shall not affect the Architect's services under this Agreement, unless the Owner and Architect amend this Agreement.

#### **ARTICLE 2 OWNER'S RESPONSIBILITIES**

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but which are required for the Project, if any, and environmental testing services if required for the Project. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

#### **ARTICLE 3 USE OF DOCUMENTS**

Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering, and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information or has permission from the copyright owner to transmit the information for its use on the Project.

#### **ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT**

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven (7) days' written notice if the Project is suspended for more than 90 days or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion. Article 3.3 of Architect's General Terms and Conditions is hereby deleted.

#### **ARTICLE 5 MISCELLANEOUS PROVISIONS**

**Law; Venue.** This Agreement shall be governed by the laws of the State of Alabama. The parties agree that proper and exclusive venue for any legal action brought to enforce the terms of this Agreement shall be the Circuit Court of Baldwin County, Alabama. Article 15.3 of Architect's General Terms and Conditions is hereby deleted

**Construction.** Terms in this Agreement shall have the same meaning as those in AIA Document A105-2017, Standard Short Form of Agreement Between Owner and Contractor.

**No Assignment.** Neither party to this Agreement shall assign any of their respective rights under this Agreement without the prior, written consent of the other party, which shall not be unreasonably withheld.

**Construction Means and Methods.** Architect shall not be liable or responsible for any means, methods, sequences, procedures, or techniques of construction contractors or to ensure project site safety, such responsibilities, and liabilities for construction and/or project site safety resting solely with Owner or parties other than Architect.

**No Third-Party Beneficiaries.** 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.

**Hazardous Materials.** 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.

**Indemnification.** Architect hereby agrees to indemnify and hold the Owner, its elected officials, officers, and employees, harmless from and against any and all claims, costs, expenses, losses and liabilities, including reasonable

attorneys' fees and expenses suffered, paid or incurred by the Owner to the extent caused by the Architect's negligent performance or non-performance of its obligations hereunder, including any injury or damage to property or to person, including death; and those resulting from the Architect's failure to pay any bills, invoices, costs, wages, taxes, or other charges owed by it to another. The foregoing indemnification obligation shall not apply to any claims, liabilities or expenses arising from intentional acts or intentional misrepresentations of the Owner. These indemnification obligations shall survive the expiration of or termination of this Agreement.

## ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be: 6.5% of the Contractor's bid price of the project.

Payment to the Architect will be at percentages of completion of milestone levels of completion of the design and construction phases of the project:

1. Schematic Design 15%
2. Design Development 20%
3. Construction Documents 40%
4. Bidding & Negotiation 5%
5. Construction Administration 20%
6. Changes to approved work requiring rework by the Architect shall be billed hourly by the attached Exhibit B, Mott MacDonald 2023 hourly rate schedule.

Architect may invoice monthly, on a percent complete basis, and payment shall be due within thirty (30) days of Owner's receipt of Architect's invoice.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus ten percent (10 %). Standard expenses are Mileage to site; shipping cost; printing cost.


At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond Twelve (12) months of the date of this Agreement through no fault of the Architect.


**ARTICLE 7 OTHER PROVISIONS**

*(Paragraph deleted)*

See Exhibit A attached hereto (*Mott MacDonald General Terms and Conditions.*) In the event that any of the terms of this Agreement shall contradict any of the terms of said General Terms and Conditions attached hereto as Exhibit A, the parties agree that the terms of this Agreement shall govern. See Exhibit B for 2023 Mott MacDonald Hourly Rates.

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

  
\_\_\_\_\_  
OWNER (Signature)  
Charles F. Gruber, Chairman  
\_\_\_\_\_  
*(Printed name and title)*

  
\_\_\_\_\_  
ARCHITECT (Signature)  
David Skipper, Senior Vice President  
\_\_\_\_\_  
*(Printed name, title, and license number, if required)*



Init.

User Notes:

(1818380144)

# Additions and Deletions Report for AIA® Document B105® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:21:30 ET on 05/19/2023.

## PAGE 1

AGREEMENT made as of the 9th day of May in the year 2023

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Baldwin County Commission  
322 Courthouse Square  
Bay Minette, Alabama 36507

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Mott MacDonald Architects, Inc.  
107 Saint Francis St., Suite 2900  
Mobile, Alabama 36602

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Baldwin County Courthouse; Bay Minette  
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14. Contract Administration.

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The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any: structural, mechanical, plumbing and electrical engineering design.

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First step is the structural evaluation of the existing structure for which walls shall remain in place in the new layout. Using that evaluation, to proceed with the creation of existing condition drawings, utilizing the existing structure and determining available buildable area. With the buildable area determined, create schematic floor plans and elevations of the new proposed layouts.

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### **1.6 Changes to Design after Approval: Changes to design drawings after approvals have been made by the County that affect the progress made in the completion of design development or working drawings are to be billed hourly per the attached 2023 Mott MacDonald rate sheet.**

**PAGE 3**

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but ~~required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services, which are required for the Project, if any, and environmental testing services if required for the Project.~~ The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

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Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service, Service and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, ~~altering~~ altering, and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the ~~information~~, information or has permission from the copyright owner to transmit the information for its use on the Project.

...

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven (7) days' written notice if the Project is suspended for more than 90 ~~days~~, days or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion. Article 3.3 of Architect's General Terms and Conditions is hereby deleted.

...

Law; Venue. This Agreement shall be governed by ~~the law of the place where the Project is located~~, the laws of the State of Alabama. The parties agree that proper and exclusive venue for any legal action brought to enforce the terms of this Agreement shall be the Circuit Court of Baldwin County, Alabama. Article 15.3 of Architect's General Terms and Conditions is hereby deleted

Construction. Terms in this Agreement shall have the same meaning as those in AIA Document A105-2017, Standard Short Form of Agreement Between Owner and Contractor.

No Assignment. Neither party to this Agreement shall assign the ~~contract as a whole without written consent of the other~~ any of their respective rights under this Agreement without the prior, written consent of the other party, which shall not be unreasonably withheld.

Construction Means and Methods. Architect shall ~~not be liable or responsible for any means, methods, sequences, procedures, or techniques of construction contractors or to ensure project site safety, such responsibilities, and liabilities for construction and/or project site safety resting solely with Owner or parties other than Architect.~~

No Third-Party Beneficiaries. 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.

Hazardous Materials. 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.

Indemnification. Architect hereby agrees to indemnify and hold the Owner, its elected officials, officers, and employees, harmless from and against any and all claims, costs, expenses, losses and liabilities, including reasonable attorneys' fees and expenses suffered, paid or incurred by the Owner to the extent caused by the Architect's negligent performance or non-performance of its obligations hereunder, including any injury or damage to property or to person, including death; and those resulting from the Architect's failure to pay any bills, invoices, costs, wages, taxes, or other charges owed by it to another. The foregoing indemnification obligation shall not apply to any claims, liabilities or expenses arising from intentional acts or intentional misrepresentations of the Owner. These indemnification obligations shall survive the expiration of or termination of this Agreement.



PAGE 4

The Architect's Compensation shall be: 6.5% of the Contractor's bid price of the project.

Payment to the Architect will be at percentages of completion of milestone levels of completion of the design and construction phases of the project:

1. Schematic Design 15%
2. Design Development 20%
3. Construction Documents 40%
4. Bidding & Negotiation 5%
5. Construction Administration 20%

The Owner shall pay the Architect an initial payment of (\$ ) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice. 6. Changes to approved work requiring rework by the Architect shall be billed hourly by the attached Exhibit B, Mott MacDonald 2023 hourly rate schedule.

Architect may invoice monthly, on a percent complete basis, and payment shall be due within thirty (30) days of Owner's receipt of Architect's invoice.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus percent (—%) ten percent (10. %). Standard expenses are Mileage to site; shipping cost; printing cost.

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid (—) days after the invoice date shall bear interest from the date payment is due at the rate of percent (—%), or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond (—) Twelve (12) months of the date of this Agreement through no fault of the Architect.

PAGE 5

*(Insert descriptions of other services and modifications to the terms of this Agreement.)*

See Exhibit A attached hereto (Mott MacDonald General Terms and Conditions.) In the event that any of the terms of this Agreement shall contradict any of the terms of said General Terms and Conditions attached hereto as Exhibit A, the parties agree that the terms of this Agreement shall govern. See Exhibit B for 2023 Mott MacDonald Hourly Rates.

## **Exhibit A**

### **General Terms and Conditions for Clients**

**Article 1 - Implementation of the Purchase Order:** BCC Commission ("Client") hereby engages Mott MacDonald ("Consultant") and Consultant agrees, in accordance with the terms of Consultant's Proposal dated 9 May 2023 (hereinafter "the Proposal") and these General Terms and Conditions (hereinafter collectively referred to as "the Agreement") to perform professional consulting services ("Services") as specified herein.

**Article 2 - Standard of Care** Consultant shall perform its Services in accordance with that same standard of care practiced by reasonable and prudent professional engineers providing the same or similar services in the same geographic locality. Consultant does not guarantee the accuracy of any estimates of costs of construction that may be requested and shall not be responsible for any costs incurred exceeding any such estimates. Consultant shall be responsible for the safety of its own employees and those of its subcontractors but shall not be responsible for safety of others on any project site.

#### **Article 3 - Payment**

- 3.1 Consultant may invoice the Client in accordance with the method set forth in Consultant's Proposal. The Client shall pay Consultant for each invoice within the time specified therein, or if no time is specified, within thirty (30) days of the date of the invoice.
- 3.2 If any item or part of an item of an invoice of Consultant is disputed or subject to question by the Client, the payment by the Client of that part of the invoice which is not contested shall not be withheld on those grounds and the provisions of section 3.1 shall apply to such part and also to the disputed or questioned item to the extent that it shall subsequently be agreed or determined to have been due to Consultant. The provisions of section 3.1 shall apply to all disputed amounts finally determined payable to Consultant.
- 3.3 In the event the Client fails to make any payments to Consultant when such payments are due pursuant to the provisions of this Agreement, interest shall accrue on such late payments from the date due to the date of payment at the rate of  
6 % (six percent) or as otherwise agreed in writing, and Consultant may suspend the performance of the Services until such payment is received upon 7 days prior written notice.

**Article 4 - Warranties** CONSULTANTS SERVICES SHALL NOT BE SUBJECT TO ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO FITNESS FOR A PARTICULAR PURPOSE OR THE WARRANTY OF MERCHANTABILITY.

#### **Article 5 - Plans, Specifications and Designs**

- 5.1 Reports and other services of Consultant shall be performed by Consultant on the assumption that information furnished by the Client or by any person on behalf of or with instructions from the Client is correct, and Consultant shall not be liable for any loss, damage or extra cost arising from any inaccuracy in such information.
- 5.2 If any information furnished by the Client is determined by Consultant to be inaccurate or incomplete, Consultant shall notify the Client of the information which is inaccurate or incomplete, as the case may be, and Consultant shall make any necessary changes in any Reports, design documents or construction documents at the expense of the Client. If the Client becomes aware of any information which is inaccurate or incomplete the Client shall notify Consultant of such information.

#### **Article 6 - Reports and Deliverables**

- 6.1 Upon receipt of final payment any reports or deliverables will become the property of the Client whether the Project is to be proceeded with or not. The copyright of the Reports shall be and remain with Consultant. Consultant hereby grants a non-exclusive assignable license under such copyrights to the Client to construct the Project.
- 6.2 Reports, deliverables, or memoranda issued to Client or otherwise resulting from any assignment hereunder are not to be used in whole or in part outside of Client's organization or provided to third parties (including but not limited to being used or provided in connection with any sale or offering for sale of securities, including without limitation stock, bonds, notes or any other instruments or transactions which call for investments, loans or other transfers of money) without the prior written approval of Consultant which shall not be unreasonably withheld.

**Article 7 - Extra Services** The Client shall have the right to request Consultant to perform services in connection with the Project that are in addition to the Services ("Extra Services") and Consultant may, subject to agreement on the payment for such Extra Services, agree to perform such Extra Services, such agreement not to be unreasonably withheld. Consultant shall be paid by the Client for the performance of Extra Services on the same basis and at the same times as Consultant is paid for the Services unless the basis of payment for the Services is a fixed fee in which case the parties shall agree to an equitable adjustment on the fixed fee.

#### **Article 8 - Confidential Information**

- 8.1 Consultant shall not disclose any confidential information of the Client relating to the Project communicated to or acquired by Consultant in the course of carrying out the Services which if known by others would have a material and adverse effect on the business and operations of the Client. Consultant shall use such confidential information only for purposes that relate to the performance of the Services and not for any other purpose without the consent of the Client. Similarly, the Client shall not disclose any confidential information of Consultant communicated to or acquired by the Client except as may be required by others who are performing work or services in connection with the Project and who have entered into a confidentiality agreement satisfactory to Consultant.
- 8.2 Confidential information shall not include any information which (a) was at the time of disclosure by the originating party (hereinafter the "Disclosing Party") to the party to whom the Disclosing Party intended it (hereinafter the "Receiving Party" or thereafter became part of the public domain through no act or omission of the receiving party; or (b) became available to the Receiving Party from a third party who did not acquire such confidential information under an obligation of confidentiality either directly or indirectly from Receiving Party; or (c) was known to the Receiving Party at the time of disclosure thereof by the Disclosing Party; or (d) was required to be disclosed by law.

#### **Article 9 - Insurance**

- 9.1 Consultant shall obtain and maintain the following types and amounts of insurance coverage: workers compensation-statutory; commercial general liability \$1 million per occurrence/aggregate; an automobile liability \$1 million per occurrence/aggregate; professional errors and omissions \$1 million per claim/aggregate.

9.2 During the period in which the Services are being performed, the Client shall at its own expense obtain and maintain insurance to limits which are customary for a project of the nature of the Project, including, but not limited to, fire and extended coverage, all risks insurance against physical loss or damage to property included in the Project, general comprehensive liability insurance and automobile insurance. Consultant shall be an additional named insured in the policies maintained by the Client for the Project.

**Article 10 - Limitation of Liability and Waiver of Damages** (This clause is omitted.)

**Article 11 – Indemnifications** Each Party hereby agrees to indemnify and hold harmless the other party against all claims, demands, suits, judgments, liabilities, costs and reasonable attorney fees, to the extent caused by the negligence, gross negligence or wrongful misconduct of the indemnifying Party. This obligation shall include, without limitation, all claims and liens by any and all of indemnifying Party's contractors, agents and employees. In addition, the indemnifying Party shall pay any and all attorneys' fees, expenses, and costs incurred by the other Party which relate to the enforcement of the indemnity conditions and obligations of the indemnifying Party, including without limitation the additional insured protection and other insurance obligations of indemnifying Party, under the Agreement

**Article 12 - Termination**

- 12.1 Either party hereto may, at its option, terminate this Agreement upon written notice in the event the other party becomes insolvent, or a receiver is appointed on account of its insolvency, or it enters into an arrangement for the benefit of its creditors.
- 12.2 Either party shall be entitled to terminate this Agreement on 7 days written notice to the other party in the event the other party is in material default of its obligations pursuant to this Agreement and such default have not been cured within 15 days following receipt of written notice of such default.

**Article 13 - Force Majeure** If either party is impacted in whole or in part by any event of force majeure including without limitation any act of God, war, riot, labor dispute, change in law, terrorism, civil commotion or unrest, flood, strike, fire, or any cause beyond the control of such party (except for financial inability), then such Party so impacted shall be relieved of its obligations herein. Any party so impacted in whole or in part by force majeure shall promptly give the other party notice of the force majeure event including reasonably full particulars in respect thereof. Any party so impacted shall also be entitled to an equitable adjustment of the Agreement, which may include an increase in price, extension of time or other equitable relief as in good faith is reasonable, appropriate and supportable.

**Article 14 – Notice** Any notice, request, order, statement or other communication required or permitted to be given hereunder shall be in writing and may be given by delivery to an officer of the other party or by mailing the same by first class mail, postage prepaid, addressed to the other party, to the addresses shown on the Consultant's Proposal. Notice given by mail shall be deemed to have been given on the fifth business day after mailing.

**Article 15 - General**

- 15.1 This Agreement together with AIA B105-2017 represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, understandings or agreements either written or oral made or exchanged between the parties prior to the execution of this Agreement.
- 15.2 Consultant may not assign this Agreement except with the consent of the Client, which consent shall not be unreasonably withheld. Consultant shall not be liable or responsible for any means, methods, sequences, procedures or techniques of construction contractors or to ensure project site safety, such responsibilities and liabilities for construction and/or project site safety resting solely with the Client or parties other than Consultant.
- 15.3 This Agreement shall be governed by and construed in accordance with the laws of the state of the location of the project defined in the Proposal.
- 15.4 Nothing in this Agreement shall create or shall be construed so as to create the relationship of principal and agent between the Client and Consultant, and for all purposes Consultant shall be an independent contractor in performing the Services.
- 15.5 No waiver by either party hereto of any breach of any of the covenants herein contained shall take effect or be binding upon that party unless the same be expressed in writing and any waiver so given shall extend only to the particular breach so waived and shall not limit or affect any rights with respect to any other future breach.
- 15.6 The invalidity of any provision or unenforceability thereof shall not affect the validity or enforceability of any other provisions hereof.
- 15.7 CLIENT agrees and acknowledges that any and all reports, studies, documents or other material prepared by consultant under this Agreement ("Work Product") are prepared for the sole and exclusive benefit of CLIENT, and not for any third party, including but not limited to any potential investor, financing entity, or purchaser of any of CLIENT's projects ("Third Party"). CLIENT acknowledges and agrees that Work Product may not be provided to, assigned to, or relied upon by any Third Party for the purpose of raising finances or making an investment decision, or enhancing or maintaining a credit rating, whether under a primary financing, secondary financing, re-financing, equity investment or similar financing. In the event that CLIENT desires to have a Third Party rely on Work Product, CLIENT acknowledges and agrees that such circumstances may require the execution of a modification to this Agreement or execution of a separate form of agreement meeting consultant's required terms and conditions applicable to such circumstances. Any Work Product may also include a disclaimer providing notice of the limitations on the use and distribution of such Work Product.
- 15.8 The provisions of Articles 1, 2, 3, 6, 8 (Article 8 for a period of Five (5) years), 10, 14 and 15.7 shall survive the suspension or termination of this Agreement for three (3) years.

**MOTT MACDONALD**  
**2023 HOURLY RATE SCHEDULE**

<u>Billing Title</u>	<u>Per Hour*</u>
Principal .....	\$ 285.00
Principal Project Manager/Principal Scientist .....	\$ 255.00
Principal Engineer/Principal Architect .....	\$ 235.00
Senior Project Manager .....	\$ 205.00
Senior Project Engineer .....	\$ 200.00
Senior Project Architect .....	\$ 195.00
Project Manager .....	\$ 165.00
Project Engineer .....	\$ 160.00
Project Architect .....	\$ 155.00
Engineer IV/ Architect IV .....	\$ 150.00
Engineer III/ Architect III .....	\$ 130.00
Engineer II/ Architect II .....	\$ 120.00
Engineer I/ Architect I .....	\$ 110.00
Senior Specialist .....	\$ 165.00
Specialist V .....	\$ 145.00
Specialist IV .....	\$ 115.00
Specialist III .....	\$ 95.00
Specialist II .....	\$ 85.00
Specialist I .....	\$ 65.00
Senior Planner .....	\$ 130.00
Planner .....	\$ 120.00
Senior Designer .....	\$ 180.00
Designer V .....	\$ 150.00
Designer IV .....	\$ 120.00
Designer III .....	\$ 95.00
Senior Inspector/Inspector V.....	\$ 120.00
Inspector IV .....	\$ 100.00
Inspector III .....	\$ 85.00
Inspector II .....	\$ 70.00
Inspector I .....	\$ 65.00
Technician II .....	\$ 65.00
Technician I .....	\$ 55.00
Administrative Assistant III & IV .....	\$ 80.00
Administrative Assistant I & II .....	\$ 70.00

**Notes**

- \* Hourly rates for special consultations and services in conjunction with litigation are available upon request.
- \* Rates are for straight time hours. Rates multiplied by 1.5 for overtime hours for applicable personnel.
- \* Rates for additional personnel can be provided upon request.

**EXPENSES**

Mileage @ IRS Rate  
All other Direct Cost

Direct +10%

Invoices are payable within 30 days of Invoice date.

Delinquent bills are subject to finance charges per our contract

The client Shall pay attorney fees, court costs, and related expenses incurred in the collection of delinquent accounts.

Effective January 1, 2023