

**AGREEMENT BETWEEN
OWNER AND ARCHITECT
(2004 Archdiocese Edition)**

THIS AGREEMENT is made as of the day of in the year TWO THOUSAND AND FOUR

BETWEEN

**THE OWNER:
CHICAGO**

**CATHOLIC BISHOP OF

A CORPORATION SOLE
155 E. Superior St.
Chicago IL. 60611**

FOR AND ON BEHALF OF

THE PARISH:

AND

THE ARCHITECT:

FOR THE FOLLOWING PROJECT:

The Owner and Architect agree as set forth below.

ARTICLE 1

ARCHITECT'S RESPONSIBILITIES

1.1 ARCHITECT'S SERVICES

1.1.1 The Architect's services consist of those services performed by the Architect, Architect's employees and Architect's consultants as enumerated in Articles 2 and 3 of this Agreement and any other services included in Article 13. The Architect shall exercise that degree of care and diligence in the performance of the Architect's Services in accordance with

the standards of the architectural, engineering and other design professions prevailing in the Chicago Metropolitan Area.

1.1.2 The Architect, prior to the execution of this Agreement, shall furnish in writing to the Owner the names of any consultants engaged or to be engaged by the Architect to furnish any services required of Architect pursuant to this Agreement. The Owner will inform the Architect in writing prior to the execution of this Agreement if the Owner has any objection to any consultant. The Architect shall not contract with a consultant to whom the Owner has made timely objection. The Architect shall be responsible to the Owner for all services rendered by any of Architect's consultants with respect to the Project.

1.1.3 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the development, construction, and completion of the Project. Upon request of the Owner, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which may be adjusted as the Project proceeds, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this approved schedule shall not, except for good cause and with prior written notice by the Architect to Owner, be exceeded by the Architect.

ARTICLE 2

SCOPE OF ARCHITECT'S BASIC SERVICES

2.1 PRELIMINARY

2.1.1 The Architect's Basic Services consists of those services described in Paragraphs 2.2 through 2.7, which have been initialed by the Owner and the Architect in this space provided, and any other services identified in Article 13 as part of Basic Services, and shall include, as appropriate, civil, structural, mechanical and electrical engineering services and the services of other consultants deemed necessary by the Architect.

2.1.2 The Owner shall have a reasonable period of time to review and/or approve any submittals made to it by the Architect for review and/or approval, including Schematic Design Documents, Design Development Documents, and Construction Documents.

2.2 SCHEMATIC DESIGN PHASE Initial: _____
Owner Architect

2.2.1 The Architect shall review the program furnished by the Owner ("the Owner's Program") to ascertain the requirements of the Project.

2.2.2 The Architect shall provide to and review with the Owner alternative approaches to design and construction of the Project. The Architect shall prepare minutes of each meeting

with the Owner during which design of the Project is considered and shall furnish the Owner with copies of the minutes of each meeting within ten days of the meeting.

2.2.3 Based on the Owner's Program and schedule, the Architect shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components. The Project components include, without limitation, a review of statutes, ordinances, zoning and zoning requirements, building codes, including, without limitation, any governmental requirements applicable to or concerning pedestrian and vehicular traffic flow, environmental regulations and other governmental regulations applicable to the Project, and recommendations for structural, electrical, and mechanical systems for the Project. The Architect shall personally meet prior to completion of the Construction Documents with representatives of such government agencies that have jurisdiction over the Project for building code, statutory and other government regulatory compliance to assure that the design of the Project as contained in the Construction Documents will comply with applicable building codes, statutes and other governmental regulations.

2.2.4 The Architect shall submit to the Owner a preliminary estimate of Construction Cost, as defined in Paragraph 2.2.6, based on current area, volume or other unit costs.

2.2.5 The Construction Cost is the total cost to the Owner of all elements of the Project designed or specified by the Architect. It includes at current market rates, including a reasonable allowance for overhead and profit, the cost of labor and materials furnished by the Owner and any equipment which has been designed, specified, selected, or specially provided by the Architect. It does not include the compensation of the Architect and the Architect's consultants, the cost of the land, rights-of-way, or any other costs which are the responsibility of the Owner under this Agreement.

2.2.6 The Schematic Design Phase shall be deemed completed only when the Architect has determined and advised the Owner of the following.

- 2.2.6.1 The nature of the structure.
- 2.2.6.2 How the building will support itself when completed.
- 2.2.6.3 Any unusual construction techniques.
- 2.2.6.4 The foundation design and ability of the soils to support the foundation.
- 2.2.6.5 Constructability of this building.
- 2.2.6.6 Proposed lighting system.
- 2.2.6.7 Proposed mechanical system.
- 2.2.6.8 Controls for the proposed mechanical system.
- 2.2.6.9 The result of reverberation calculations.

2.2.6.10 Results of the meetings with representatives of such government agencies that have jurisdiction over the Project for building code, statutory and other government regulatory compliance.

2.2.6.11 Approval of the Office of Divine Worship and the personal approval of the Archbishop of Chicago for the schematic design of places of worship.

2.3. DESIGN DEVELOPMENT PHASE Initial: _____
Owner Architect

2.3.1 Based on the approved Schematic Design Documents, if any, and any adjustments authorized by the Owner in the Program and schedule, the Architect shall prepare, for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, civil, structural, mechanical and electrical systems, materials and such other elements as may be appropriate. Architect shall consider the impact of owning, maintenance and operating costs of building systems and other components of the Project when selecting building systems and other components of the Project.

2.3.2 The Architect shall advise the Owner in writing of any adjustments to the preliminary estimate of Construction Cost.

2.4. CONSTRUCTION DOCUMENTS PHASE Initial: _____
_____ Owner Architect

2.4.1 Based on the approved Design Development Documents, if the Architect's services include Design Development, and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Owner, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project, including, but not limited to, the current edition of the General Conditions of the Contract for Construction for the Archdiocese of Chicago ("the Archdiocese General Conditions"). By submitting the Drawings and Specifications to the Owner for approval, the Architect represents, but solely in accordance with the requirements of Paragraph 1.1.1, that they comply with applicable statutes, ordinances, and other governmental regulations in effect at the time of submission.

2.4.2 The Architect shall prepare and submit to the Owner for approval all necessary bidding information and forms, the form of agreement between Owner and Contractor, and any construction bond forms. The Architect shall submit copies of the Construction Documents to Owner for written approval. Upon approval, Architect shall provide the Owner with one set of blue drawings and one set of specifications and each contractor requested to bid or to submit proposals for the Project with one set of mylar reproducible working drawings, two sets of blue line drawings, and two sets of specifications as part of Basic Services.

2.4.3 The Architect shall again review the preliminary estimate of construction costs to determine that it is within the limits of the Construction Cost, if the Architect's services include the Schematic Design, and shall advise the Owner in writing.

2.4.4 The Architect shall assist the Owner to prepare the documents necessary to obtain approval of all governmental authorities having jurisdiction over the Project at the time of performance of the Contract.

2.5 BIDDING OR NEGOTIATION PHASE Initial: _____
Owner Architect

2.5.1 The Architect, after the Owner's approval of the Construction Documents and of the latest estimate of Construction Cost, shall assist the Owner in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction.

2.5.2 During the bidding period and as part of Basic Services, Architect shall provide the following:

- (a) interpretation of Construction Documents when requested by prospective bidders,
- (b) preparation and issuance to prospective bidders of any addenda, amendments or supplementary drawings required for clarification of the Construction Documents,
- (c) attendance at bidders' meetings as requested by Owner,
- (d) attendance at bid openings as requested by Owner, and
- (e) assistance in analysis of bids and evaluation of bidders' qualifications to perform the Work.

2.5.3 Should all bona fide bids or negotiated proposals exceed the latest budget for Construction Cost approved by the Owner and in the event the Owner decides to proceed with the Project, the Architect, without additional charge, shall modify the Construction Documents as necessary to cause any related bid or negotiated proposal to not exceed the latest estimate of Construction Cost.

2.6. CONSTRUCTION PHASE - ADMINISTRATION OF THE CONSTRUCTION CONTRACT

Initial: _____
Owner Architect

2.6.1 The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement shall commence with the award of the Contract for Construction and

terminates 60 days following the issuance to the Owner of the Final Certificate for Payment to the Owner's Contractor for the Project.

2.6.2 The Architect shall provide administration of the Construction Contract as provided in this Article 2.6 and as provided in the Archdiocese General Conditions unless otherwise provided in this Agreement. The Architect shall be a representative of the Owner during the Construction Phase and shall advise and consult with the Owner (1) during construction until final payment to the Contractor for the Project is due and (2) as an Additional Service, under Article 3, at the Owner's direction during the correction period described in the Archdiocese General Conditions.

2.6.3 The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement.

2.6.4 Subject to further observations described in this Paragraph, the Architect shall be required to visit the Project site, not less than once a week to become generally familiar with the progress and quality of the Work, as defined in the Archdiocese General Conditions, completed and to determine in general if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract Documents. Additionally, the Architect shall make additional visits to the Project site for the same purpose when and if requested by the Owner. Such additional visits shall be without charge to the Owner unless the number of such additional visits exceeds an average of one per week during the Construction Phase. If the foregoing average is exceeded then the Architect shall be compensated by the Owner, upon completion of the Construction Phase, pursuant to Paragraph 11.2. The Architect shall submit periodic written reports, as may be and as often as shall be requested by Owner, on the progress and quality of construction and, where appropriate, with recommendations as to materials, labor requirements and quality of Work.

2.6.5 The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for Construction. The Architect shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. The Architect shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

2.6.6 The Architect shall at all times have access to the Work wherever it is in preparation or progress during normal construction working hours.

2.6.7 Communications by and with the Architect's consultants shall be through the Architect.

2.6.8 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect shall review and certify the amounts due the Contractor.

2.6.9 The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's observations at the site as provided in Paragraph 2.6.4 and on

the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The Architect shall assure that all necessary waivers of lien are furnished by the Contractor with each Application for Payment and shall review each waiver of lien to assure that each is consistent with the Application for Payment. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents, upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion, and to specific qualifications expressed by the Architect and previously agreed to by the Owner in writing. The issuance of a Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified.

2.6.10 The Architect shall have authority to reject any part of the Work which does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable for implementation of the intent of the Contract Documents, the Architect will have authority to require additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the Work.

2.6.11 The Architect shall review and approve or take other appropriate action upon the Contractor's Submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall review and approve the Contractor's schedule of Submittals. The Architect's action with respect to Submittals shall be taken in accordance with the Contractor's schedule of Submittals as reviewed and approved by the Architect. Review of Submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor to the extent required by the Contract Documents. The Architect's review of Submittals shall not constitute approval of safety precautions or, unless otherwise specifically stated in writing by the Architect, of construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

2.6.12 The Architect shall prepare Change Orders and Written Change Directives, with supporting documentation and data for the Owner's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are not inconsistent with the intent of the Contract Documents.

2.6.13 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of Final Completion. The Architect shall receive and forward to the Owner written warranties and related documents required by the Contract Documents and assembled by the Contractor, after reviewing them for conformity with the requirements of the Contract Documents, and shall issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

2.6.14 The Architect shall interpret and decide matters concerning performance of the Owner and Contractor under the requirements of the Contract Documents on written request of either the Owner or Contractor. However, the Architect shall not be the final arbiter of a party's performance under the Contract Documents.

2.6.15 The Architect shall render written opinions within a reasonable time on all matters in question between the Owner and Contractor relating to the execution or progress of the Work as provided in the Contract Documents.

2.6.16 The Architect shall prepare and furnish to the Owner a set of reproducible drawings depicting the as-built condition of the Work based upon changes to the Work, selections made during construction and approved submittals and such marked-up drawings, sketches and other information provided by the Contractor or the Architect.

2.6.17 Interpretations and opinions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings.

2.6.18 The Owner's authority, regarding decisions on matters relating to aesthetic effect, shall be final, if consistent with the intent expressed in the Contract Documents.

ARTICLE 3

ADDITIONAL SERVICES

3.1 If services in addition to Basic Services are required due to circumstances beyond the Architect's control, or if the Architect intends to seek additional compensation due to any delay due to circumstances beyond the Architect's control, the Architect shall notify the Owner in writing prior to commencing such services and shall not perform any such services until the Owner deems that such services are required and the Owner gives prompt written notice to the Architect. If the Owner does not authorize in writing such Additional Services, the Architect shall have no obligation to provide those services and the Owner shall have no obligation to pay Architect for any such services, even though such services are performed by Architect.

ARTICLE 4

OWNER'S RESPONSIBILITIES

4.1 The Owner shall provide full information regarding requirements for the Project, including a Program which shall set forth the Owner's objectives, schedule, constraints and

criteria, including space requirements and relationships, flexibility, expendability, special equipment, systems, occupancy timetable and site requirements.

4.2 The Owner shall establish and update an overall budget for the Project, including the Construction Cost, the Owner's other costs and reasonable contingencies related to all of these costs.

4.3 The Owner shall designate in writing a representative authorized to act on the Owner's behalf with respect to the Project. Such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

4.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures, adjacent drainage, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees, and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a project benchmark.

4.5 The Architect shall advise the Owner in writing when the services of geotechnical engineers are required. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and receptivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations.

4.6 The Architect shall advise the Owner in writing when the services of other consultants are reasonably required.

4.7 The Architect shall advise the Owner in writing when structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports are required by law or the Contract Documents.

4.8 The services, information, surveys and reports required by Paragraphs 4.5 through 4.7 shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof. However, the Architect shall still have the duty to notify the Owner promptly in writing of any actual or suspected error or omission in such services, information, surveys and reports.

ARTICLE 5

OWNERSHIP OF DOCUMENTS

5.1 The design, Drawings, Specifications, other documents, and electronic data prepared by the Architect for this Project shall be the property of the Owner. The Architect shall be permitted to retain copies, including reproducible copies, of the Architect's design, Drawings,

Specifications, or other documents prepared in connection with the Architect's performance of its services and obligations under this Agreement. The Architect's design, Drawings, Specifications, other documents and electronic data, may be used by the owner at Owner's discretion and without the Architect's approval. The Architect shall not, without the Owner's prior written approval, reuse or permit others to reuse the design, Drawings, Specifications, other documents, and electronic data prepared by the Architect for this Project.

5.2 Architect, for itself and for its consultants, assigns to the Owner all reserved rights, including copyrights, of or in the design, Drawings, Specifications, other documents, and electronic data prepared by the Architect for this Project and hereby agrees to execute any assignments or other documents reasonably deemed necessary by the Owner to vest full and exclusive ownership in the Owner, including any rights under copyright law. Architect shall furnish written assignments of its consultants of any rights, including copyright, any such consultants may have, hold or own in the design, Drawings, Specifications, other documents, or electronic data for this Project, if requested by the Owner in writing.

ARTICLE 6

DISPUTE RESOLUTION

6.1. All claims, disputes or other matters in question or controversy arising out or relating to this Agreement or breach thereof may, at the Owner's election, first be subject to and decided by a meeting between the Architect and the Owner.

6.2 In the event any claim, dispute or other matter in question or controversy arising out of or relating to this Agreement or breach thereof is not resolved at the meeting between the Architect and the Owner, or in the event the Owner elects not to hold a meeting as provided for in paragraph 6.1, the Parties, at the Owner's election, shall endeavor to settle disputes by mediation in accordance with the Construction Industry Mediation and Arbitration Rules of the American Arbitration Association currently in effect. Demand for mediation shall be filed in writing with the other Party to this Agreement and with the American Arbitration Association. A demand for mediation shall be made within a reasonable after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal, equitable, or arbitration proceedings as provided in Paragraph 6.3 based on such claim, dispute or other matter in question would be barred by the applicable statute of repose.

6.3. The Owner may, at its election, submit claims, disputes or other matters in question between the Parties to the Agreement arising out of or relating to this Agreement or breach thereof for arbitration in accordance with the Construction Industry Mediation and Arbitration Rules of the American Arbitration Association. The Owner's participation in any meeting or mediation to settle any disputes shall not be condition precedent to the Owner electing to arbitrate any disputes. Demand for arbitration shall be filed in writing with the other Party to this Agreement and with the American Arbitration Association. A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In

no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of repose.

6.4 An arbitration pursuant to this Article 6 may be joined with an arbitration involving common issues of law or fact between a Party to this Agreement and any person or entity with whom that Party has a contractual obligation to arbitrate disputes. No other arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a Party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the Parties to this Agreement and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the Parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

6.5 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

6.6 The Architect hereby waives any statute of limitations or statute of repose applicable to any claim of the Owner for breach of this Agreement, including without limitation, the obligations of the Architect under Article 7.

ARTICLE 7

INDEMNIFICATION

7.1 To the fullest extent permitted by law and without limiting any of the Architect's obligations under this Agreement, the Architect shall indemnify, defend and hold harmless the Owner, its present and future officers, employees, agents (hereinafter collectively and severally referred to as the "Indemnitees") and the Owner's interest in any property, from and against any and all claims liabilities, disputes, obligations, liens, encumbrances, causes of action, settlements, costs and expenses, including without limitation any claims for attorneys' fees or other litigation expenses, arising, or allegedly arising, from any negligent or other wrongful errors, acts or omissions of the Architect, its agents, employees, and consultants, due to personal injury, including death, property damage, including loss of use thereof, economic loss, or otherwise occurring, or alleged to have occurred, in whole or in part in connection with the Project and/or the Architect's performance of this Agreement, whether any act, error, omission, or negligence of any Indemnatee contributed thereto, except for the sole negligence of any Indemnatee. The sole negligence of any Indemnatee shall not bar the recovery of any other Indemnatee hereunder. This indemnification provision is in addition and cumulative to any other right of indemnification or contribution which any of the Indemnitees may have in law, at equity, or otherwise, and shall survive final completion of the Project and the Architect's performance under this Agreement.

7.2 No provision of this Agreement, including the indemnification provision of paragraph 7.1, shall be interpreted as or be evidence of any waiver of the Architect's right to limit its liability under Kotecki v. Cyclops Welding Corp., 146 Ill. 2d 155, 585 N.E. 2d 1023 (1991).

7.3 In the event that applicable law prohibits enforcement of this Article as written, then this Article shall be modified to provide the maximum indemnification allowable to the Indemnitees under applicable law.

ARTICLE 8

MECHANICS LIENS

8.1 Architect shall, at all times, keep the Work, including any interest of the Owner in any property, free from, and clear from, all mechanics liens and other encumbrances of the consultants or subcontractors of the Architect. Architect shall hold harmless, defend and indemnify Owner from any claim, demand, liability, suits, causes of action, judgments, costs and expenses, including attorneys' fees and other litigation costs, related in any manner whatsoever to any mechanics lien or other encumbrance made or filed against the Work or the interest of the Owner and any property by any consultant or subcontractor of the Architect, including, without limitation, any suit to foreclose any mechanics lien. Owner, at its option, may withhold from any payments due the Architect an amount not to exceed one and one-half times the amount of any mechanics lien and other encumbrance of any consultants or subcontractors of the Architect making a claim by reason of having provided any labor or other services related to the Work.

ARTICLE 9

INSURANCE

9.1 The Architect shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located the following insurance written for not less than limits of liability specified below or required by law, whichever is greater:

- 1 Commercial general liability insurance covering general liability claims, including for operations in progress, completed operations, with minimum limit of \$1,000,000 for each occurrence and including personal injury liability coverage and property damage coverage.
2. Professional liability insurance with minimum limits of \$1,000,000.
3. Automobile liability insurance with limits of \$500,000.
4. Worker's compensation insurance as required by applicable laws, including employers liability insurance with minimum limit of \$1,000,000.

9.2 The coverages afforded by the Architect shall be primary in all respects to any insurance carried independently by the Owner.

9.3 The Architect's commercial general liability and automobile liability insurance policies shall name the Owner and the Parish as additional insured by amendatory riders or endorsements.

9.4 Not less than fourteen (14) days after the execution of this Agreement, the Architect shall file with the Owner Certificates of Insurance acceptable to the Owner evidencing the foregoing coverages and that the policies are in full force and effect. The Certificates also shall list the Owner and the Parish as additional insureds for the commercial general liability and automobile liability policies. The Certificates and the insurance policies required by this Article 9 shall contain a provision that coverages afforded under the policies will not be cancelled, amended, or allowed to expire without at least 30 days' prior written notice to the Owner.

9.5 The Architect also shall require each of its consultants providing structural, mechanical, electrical, or civil design professional services for the Project to maintain the foregoing insurance coverage. The Architect also shall require each such consultant to furnish the Owner with certificates of insurance evidencing the foregoing coverage and that the policies are in full force and effect. The certificates shall provide that the Owner shall be notified 30 days prior to the effective date of cancellation or any material change in coverage.

ARTICLE 10

TERMINATION

10.1 This Agreement may be terminated by either party upon not less than seven days' prior 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.

10.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect's compensation shall be equitably adjusted to provide for expenses reasonably incurred in the interruption and resumption of the Architect's services.

10.3 This Agreement may be terminated by the Owner for any reason upon not less than seven days' prior written notice to the Architect. If the Project is abandoned by the Owner for more than 90 consecutive days, the Architect may terminate this Agreement by giving written notice.

10.4 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, then due, but the Architect waives any right to any payment for any costs or expenses associated with termination or any overhead and profit on services not performed by the Architect.

ARTICLE 11

MISCELLANEOUS PROVISIONS

11.1 Unless otherwise provided, this Agreement shall be governed by the law of the State of Illinois.

11.2 Terms in this Agreement shall have the same meaning as those in the Archdiocese General Conditions.

11.3 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Architect shall assign this Agreement without the written consent of the other.

11.4 This Agreement represents the entire and integrated agreement between the Owner and Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

11.5 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 Architect.

11.6 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other environmentally toxic material.

11.7 The Architect shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Architect's promotional and professional materials. The Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary.

11.8 Duties and obligations imposed by this Agreement and rights and remedies available hereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

11.9 No action or failure to act by either party shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

11.10 In no event shall either Party be liable to the other for any special, incidental or consequential damages, including, but not limited to, loss of income, loss of revenue, loss of profits, loss of use, loss of capital, rental expenses, financing, reputation, overhead expenses, or

interest, whether based on contract, tort, negligence, strict liability, or otherwise and arising from any cause whatsoever by performance under this Agreement or breach of this Agreement.

ARTICLE 12

BASIS OF COMPENSATION

12.1 BASIC SERVICE COMPENSATION

12.1.1 For Basic Services as described in Article 2 the Owner and the Architect agree that the Architect shall be paid a fixed fee of _____.

12.1.2 Payments for Basic Services, totaling 90 percent of Basic Services Compensation, shall be made monthly in proportion to services performed within each phase of service as follows:

Schematic Design Phase	10	percent
Design Development Phase	15	percent
Construction Documents Phase	40	percent
Bidding/Negotiation Phase	5	percent
Construction Phase	20	percent
Total	90	percent

Payments on account of the Architect's Basic Services shall be made within thirty days of the presentation of the Architect's statement for such services rendered.

12.1.3 There will be a retainage of ten percent (10%) of the compensation for Basic Services in each phase that shall be payable upon the acceptance of that phase of the Project by the Owner: Substantial Completion: five percent; Final Completion: five percent; which acceptances, solely for purposes of this Agreement, shall not be unreasonably withheld and shall not be withheld for any circumstances not relating to any error or omission of the Architect.

12.2 ADDITIONAL SERVICE COMPENSATION

12.2.1 For additional visits to the Project site as described in Paragraph 2.6.4 and for Additional Services of the Architect as described in Articles 3 and 13, compensation shall be computed at Direct Personnel Expense and approximately at the following hourly rates:

Principal	\$
Designer	\$
Job Captain	\$
Drafter	\$

12.3.1 Additional Services of consultants shall be charged by the Architect to the Owner equal to the amounts charged to the Architect for such Services. The Architect shall require that charges from Architect's Consultants be itemized as to services for which charge is made.

12.3.2 Payments on account of the Architect's Additional Services shall be made monthly within thirty (30) days of the presentation of the Architect's statement for such Services rendered.

ARTICLE 13

OTHER CONDITIONS OR SERVICES

13.1 The Architect shall keep, and shall require each of its consultants to keep, accurate books and records with respect to the Project of all expenditures made and liabilities and obligations incurred under this Agreement. Such books and records shall be available to the Owner during the Architect's regular business hours at a mutually convenient for at least one year after all of the Architect's Services under this Agreement have been satisfactorily performed.

13.2 The Architect shall provide reproductions, drawings, and specifications to contractors for bidding or for construction at no additional charge.

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

PARISH:

Pastor

Date

ARCHITECT:

By

Date

**CATHOLIC BISHOP OF CHICAGO
A CORPORATION SOLE**

Thomas Brennan, Director of Finance

Date