

DRAFT AIA® Document B201™ – 2017

Standard Form of Architect's Services: Design and Construction Contract Administration

for the following PROJECT:

(Name and location or address)

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THE OWNER:

(Name, legal status and address)

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THE ARCHITECT:

(Name, legal status and address)

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THE AGREEMENT

This Standard Form of Architect's Services is part of the accompanying Owner-Architect Agreement (hereinafter, together referred to as the Agreement) dated the « » day of « » in the year « ».

(In words, indicate day, month and year.)

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 SCOPE OF ARCHITECT'S BASIC SERVICES
- 3 BASIC, SUPPLEMENTAL AND ADDITIONAL SERVICES
- 4 OWNER'S RESPONSIBILITIES
- 5 COST OF THE WORK
- 6 COMPENSATION
- 7 ATTACHMENTS AND EXHIBITS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 The Agreement is based on the Initial Information set forth in this Section 1.1. (For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project: (Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

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.

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

This document provides the Architect's scope of services only and must be used with an owner-architect agreement. It may be used with AIA Document B102™-2017, Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services, to provide the Architect's sole scope of services, or with B102 in conjunction with other standard form services documents. It may also be used with G802™-2017, Amendment to the Professional Services Agreement, to create a modification to any owner-architect agreement.

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« The scope, roles and responsibilities, and service description are defined in the following documents: (1) Architecture/Engineering services fee proposal prepared by Architect dated _____, (2) Request for Qualifications prepared by the Owner dated _____, and (3) Response of Qualifications prepared by Architect dated _____ »

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

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§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 5.1:

(Provide total and, if known, a line item breakdown.)

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§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:

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- .2 Construction commencement date:

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- .3 Substantial Completion date or dates:

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- .4 Other milestone dates:

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§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

[] AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

[] AIA Document A134–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

Early bid packages may be required for abatement /demolition of any existing building and / or site / excavation work. Additionally, early bid packages may be required for procurement of long lead-time items. Architect shall provide alternate pricing to include early bid packages. Alternative proposal shall outline considerations assumed for this pricing.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

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§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into the Agreement to define the terms, conditions and services related to the Owner’s Sustainable Objective. If E204–2017 is incorporated into the Agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative authorized to act on the Owner’s behalf with respect to the Project:

(List name, address, and other contact information.)

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§ 1.1.7.1 The persons or entities, in addition to the Owner’s representative, who are required to review the Architect’s submittals to the Owner are as follows:

(List name, address, and other contact information.)

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§ 1.1.8 The Owner shall retain the following consultants and contractors:

(List name, legal status, address, and other contact information.)

.1 Construction Manager:

(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)

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.2 Land Surveyor:

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.3 Geotechnical Engineer:

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.4 Civil Engineer:

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- .5 Other consultants and contractors:
(List any other consultants and contractors retained by the Owner.)

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§ 1.1.9 The Architect shall retain the consultants identified in Sections 1.1.9.1 and 1.1.9.2:
(List name, legal status, address, and other contact information.)

§ 1.1.9.1 Consultants retained under Basic Services:

- .1 Structural Engineer:

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- .2 Mechanical Engineer:

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- .3 Electrical Engineer:

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§ 1.1.9.2 Consultants retained under Supplemental Services:

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§ 1.1.10 Other Initial Information on which the Agreement is based:

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§ 1.1.11 The Architect identifies the following representative in accordance with Section 1.3 of the AIA B102 and AIA B201, Exhibit A-Initial Information. The representative shall be a Principal in Charge:
(List name, address, and other contact information.)

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Personnel as identified in AIA B201, Exhibit A-Initial Information shall not be changed prior to completion of the Project without the written consent of the Owner, which shall not be unreasonably withheld.

§ 1.2 The Owner and Architect may reasonably rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services, schedule for the Architect's services, and the Architect's compensation,

if required. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information, if required.

ARTICLE 2 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 2.1 The Architect's Basic Services shall include, but are not limited to, normal structural, mechanical and electrical engineering services. The intent of this agreement is to contain full design services for the Project. Therefore, under this Article and all articles under this Agreement, the Architect shall provide all required services necessary in formulating the design and bidding documents for the project including civil engineering, lighting design, technology, telecommunications systems design, AV system design, landscape design, interior design, acoustical design and/or specialty building design consultation as necessary. If the Architect's in-house personnel do not possess expertise and significant experience in these design disciplines, the Architect shall engage consultants with the required expertise within basic services. Section 3.1 identifies the exact services to be included as part of Basic Services.

§ 2.1.0 Prior to execution of any subconsultant agreement, the Architect shall submit to the Owner a list of all proposed subconsultants, together with the proposed scope of services for each, in order to establish to the Owner's reasonable satisfaction that all aspects of the Project will be designed and managed by qualified professionals. The Architect shall not enter into any subconsultant agreement to which the Owner has a reasonable objection. Subconsultants shall be those named in Sections 1.1.9.1 and 1.1.9.2 and shall not be changed prior to completion of the Project without written consent of the Owner, which shall not be unreasonably withheld.

§ 2.1.0.1 During the design of the Project, the Architect and its consultants shall visit the Project site as required to obtain available record drawings, investigate the existing buildings and site to understand the project issues and record local and existing conditions. If additional measured drawings are required beyond what is available from the Owner's records, the Architect shall develop those drawings as part of Basic Services.

§ 2.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 2.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall review information provided by consultants retained directly by the Owner and shall coordinate the work of such consultants with the Architect's work so as to produce a complete and consistent product at each Phase. The Architect shall reasonably be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 2.1.3 As soon as practicable after the date of the Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, for cost estimating, for cost/budget reconciliations, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. The Architect and Owner shall promptly notify each other in the event that any changes to the established schedule are required or anticipated, and the Architect shall promptly revise and reissue the schedule accordingly, as the Project proceeds until the commencement of construction.

§ 2.1.3.1 The Architect shall meet with the Owner and make presentations to Owner's review groups as reasonably required or requested during each phase of the Project.

§ 2.1.3.2 The Architect shall submit design documents to the Owner at intervals appropriate to the design process for purposes of evaluation and approval by the Owner. The Architect shall be entitled to rely on timely approvals received in writing from the Owner in the further development of the design. Owner review and approvals of Design Documents will be as identified in Article 2.

§ 2.1.3.3 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 2.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval, which shall not be unreasonably withheld.

§ 2.1.5 The Architect shall, when appropriate and in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall design the Project to comply with all applicable federal, state and local laws, statutes, ordinances, codes, orders, rules and regulations and shall assist the Owner in obtaining required written approval of all governmental authorities having jurisdiction over the Project. Review or approval of the Architect's documents by the Owner shall not relieve the Architect of any obligation for such compliance or for assistance in obtaining governmental approval by a governmental authority. The Architect shall respond to applicable design requirements imposed by those authorities and entities providing utility services and incorporate said requirements into the Contract Documents.

§ 2.1.6 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project, and by preparing documents for and attending meetings with governmental authorities having jurisdiction over the design and construction approval of the Project. This includes, but is not limited to, completing building code reviews and satisfying requirements of local or regional planning and zoning boards, fire marshals, and state and municipal authorities.

§ 2.1.7 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

§ 2.1.8 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 2.1.8.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 2.1.8.2 Upon authorization by the Owner, and subject to Section 3.2.1.12-.13, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 2.2 SCHEMATIC DESIGN PHASE SERVICES

§ 2.2.1 The Architect shall review the program and other information, including Owner objectives, schedules, space requirements and other building and site considerations, furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 2.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. In preparation for, and in conjunction with, the Schematic Design Phase, the Architect shall also modify the provided program information into a formalized concise program document which includes, at a minimum, the following for Owner approval:

1. Listing of Building Program spaces and sizes in net square feet with delineation of existing versus new.
2. Documentation of required program space relationships.
3. Listing of special needs for each programmed space.
4. Target net square foot to gross square foot efficiency ratio.
5. Special building characteristics and requirements which should be included in design and construction parameters of the Project.

The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 2.2.2.1 The Architect shall advise the Owner of a need for tests, analyses, studies, reports, documentation of existing conditions or consultants' services not previously provided for in this Agreement.

§ 2.2.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 2.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 2.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Construction Manager's review and the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 2.2.5.1 The Architect shall respond in writing, in the format requested by the Owner, to all written comments from the Owner and Construction Manager regarding the Architect's Schematic Design Phase submittal and shall secure Owner's final written approval of such submittal. Schematic Design Documents shall, if reasonably requested by the Owner, be revised and resubmitted incorporating modifications needed to obtain such approval.

§ 2.2.5.1.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 3.1.1, if not previously defined as a Basic Service.

§ 2.2.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project and offer options for consideration by the Owner that are consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 2.2.5.3 Schematic Design documentation shall also include, but not be limited to, the following:

1. An evaluation of HVAC systems including a narrative and drawings of at least three alternative system strategies delineating advantages, disadvantages, flow diagrams, approximate loads, sizing and capacity information, and relative order of magnitude costs for operation and installation.
2. A written description, flow diagrams, and design loads of the preferred mechanical and electrical systems for the Project. After review and approval by the Owner, these documents will serve as the "Basis of Design" for the mechanical and electrical systems of the Project.
3. Schematic Design documentation shall include drawings and/or narrative description of and performance criteria for all principal construction materials and systems proposed for the Project, including exterior and interior building materials and finishes; structural systems; plumbing and piping systems and fixtures, HVAC systems including major equipment items and control systems; lighting concept and fixture types; electrical power and telecommunications systems; and other significant

building or site components as required to complete a detailed construction cost estimate for the full scope of the Project.

4. Tabular comparisons of all room areas shown in Owner's building program compared to all room areas as shown in schematic design document.

§ 2.2.5.3.1 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 2.2.5.4 When Schematic Design Documents have been prepared by the Architect, the Architect shall prepare for review by the Owner and Construction Manager an estimate of construction costs with supporting data ("Schematic Cost Estimate"). The Schematic Cost Estimate shall be in the Construction Specification Institute's (CSI's) format and shall include separate line item costs, projected to the scheduled construction dates, for all major systems and components of the Work. The Architect shall also prepare comparative estimates for cost evaluations of alternative materials and systems. The Owner is not required to approve the Schematic Design Documents unless and until all of the following conditions have been met:

1. The Schematic Design Documents have been completed;
2. The Owner has completed an estimate of construction costs based upon the Schematic Design Documents;
3. The Architect has completed the Schematic Cost Estimate of construction costs based on the Schematic Design Documents;
4. The construction cost estimates of the Owner, Construction Manager, and the Architect have been reconciled ("Reconciled Schematic Cost Estimates");
5. The Reconciled Schematic Cost Estimates are mutually determined by the Architect and the Owner to be within the construction budget;
6. The Owner and Construction Manager have reviewed the Schematic Design Documents;
7. The Architect has modified the Schematic Design Documents to conform with the Reconciled Schematic Cost Estimates and the Owner's and Construction Manager's review comments. The modifications shall be as mutually agreed by the Architect and Owner to establish a revised construction scope which is within the budget constraints.

§ 2.2.6

§ 2.2.7

§ 2.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 2.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager as set forth below shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 2.3.2

§ 2.3.3

§ 2.3.4 Design Development documentation shall also include, but not be limited to, the following:

1. The "Basis of Design" for the mechanical systems approved in Schematic Design shall be expanded in the Design Development Phase to report detailed engineering assumptions and results of calculations. Detailed engineering criteria such as indoor design temperatures and humidity levels, room and

building occupancy numbers, climatic design values, hydronic distribution temperatures, peak loads, relative seasonal dates, design values for lighting, and domestic hot water temperatures are some of the information that must be recorded by the design engineer and submitted to the Owner for review and approval. The HVAC Designer shall prepare, for review and approval by the Owner, a spreadsheet that lists all rooms and spaces in the project and their respective design criteria such as heating and cooling loads, ventilation requirements, and discharge air velocities. HVAC design will include an energy modeling computer program and a printout report shall be provided to the Owner. The energy modeling computer program will be a program accepted by the USGBC LEED Certification process. Mechanical systems documentation shall include equipment schedules, general diagrammatic layout of ductwork and piping, typical details, riser diagrams for all systems, control diagrams showing sequence of operation;

2. Electrical systems documentation shall include riser diagrams for power, telephone, data, and emergency power systems as well as electrical equipment and lighting schedules;
3. Tabular comparison of all room areas as programmed, as shown in the Schematic Design submittal, and as shown in the Design Development submittal;
4. Comprehensive synopsis of regulatory requirements for the project, identifying salient design criteria and requirements of all applicable codes, laws and regulations.

§ 2.3.5 The Architect shall advise the Owner of any adjustments to the Design which affect the Reconciled Schematic Cost Estimate.

§ 2.3.5.1 The Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 2.3.6 When Design Development Documents have been prepared by the Architect, the Architect shall prepare for review by the Owner and Construction Manager, an estimate of construction costs with supporting data ("Design Development Cost Estimate"). The Design Development Cost Estimate shall be in the Construction Specification Institute's (CSI's) 16 Division format and shall include separate line item costs, projected to the scheduled construction dates, for all major systems and components of the Work. The Architect shall also prepare comparative estimates for cost evaluations of alternative materials and systems. The Owner is not required to approve the Design Development Documents unless and until all of the following conditions have been met:

1. The Design Development Documents have been completed;
2. The Owner has completed the estimate of construction costs based upon the Design Development Documents;
3. The Architect has completed the Design Development Cost Estimate of construction costs based on the Design Development Documents;
4. The construction cost estimates of the Owner, the Architect, and the Construction Manager have been reconciled ("Reconciled Design Development Cost Estimates");
5. The Reconciled Design Development Cost Estimates are mutually determined by the Architect and the Owner to be within the construction budget;
6. The Owner and Construction Manager have reviewed the Design Development Documents;
7. The Architect has modified the Design Development Documents to conform with the Reconciled Design Development Cost Estimates and the Owner's and Construction Manager's review. The modifications shall be as mutually agreed by the Architect and Owner to establish a revised construction scope which is within the budget constraints.

§ 2.3.7 The Architect shall respond in writing, in the format requested by the Owner, to all written comments from the Owner and Construction Manager regarding the Architect's Design Development Phase submittal and shall secure Owner's final written approval of such submittal. Design Development Documents shall, if reasonably requested by the Owner, be revised and resubmitted incorporating modifications needed to obtain such approval.

§ 2.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 2.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare

Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 2.6.4.

§ 2.4.1.1 The Architect shall advise the Owner of any adjustments to the Design which affect the Reconciled Design Development Cost Estimate of Construction Cost.

§ 2.4.1.1.1 The Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 2.4.1.2 When Construction Documents are approximately 90% complete, the Architect shall prepare a detailed estimate of construction costs with supporting data for review by the Owner ("90% Construction Cost Estimate"). The Owner is not required to approve the Construction Documents unless and until all of the following conditions have been met:

1. The Construction Documents have been completed to 100%;
2. The Architect has completed the 90% Construction Cost Estimate based upon the 90% completed Construction Documents;
3. The construction cost estimates of the Owner, Construction Manager, and the Architect have been reconciled ("Reconciled Construction Cost Estimates");
4. The Reconciled Construction Cost Estimates are mutually determined by the Architect and the Owner to be within the construction budget;
5. The Owner and Construction Manager have reviewed the 100% complete Construction Documents;
6. Subject to Sections 5.6 and 5.7, the Architect has modified the Construction Documents to conform with the Reconciled Construction Cost Estimates and the Owner's and Construction Manager's review. The modifications shall be as mutually agreed by the Architect and Owner to establish a revised construction scope which is within the budget constraint.
7. A final tabular comparison of all room areas as programmed, and as shown on Design Development submittal.

§ 2.4.1.3 The Architect shall respond in writing, in the format requested by the Owner, to all written comments from the Owner and Construction Manager regarding the Architect's ninety percent (90%) completion of the Construction Documents submittal and shall secure Owner's final written approval of such submittal. Documents shall, if reasonably requested by the Owner, be revised and resubmitted incorporating modifications needed to obtain such approval.

§ 2.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 2.4.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner in the development and preparation of Construction Manager the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction (the AIA Document A201-2017, as modified, or other form approved by Owner), and Specifications and may include bidding requirements and sample forms. No provision of these General Conditions shall be deleted, changed or contravened by any other provision of the Construction Documents without the Owner's express written consent. Construction drawings and specifications or other Construction Documents or contract documents submitted by the Architect to the Owner for approval or for any contractor's bidding or negotiation shall be complete and unambiguous. The Architect shall exercise the Standard of Care to comply with all applicable codes, ordinances, statutes, regulations, and laws in effect at the time Architect's services are performed.

§ 2.4.4

§ 2.4.5

§ 2.5 PROCUREMENT PHASE SERVICES

§ 2.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. The Architect shall advise the Owner of any objections to the list of pre-qualified contractors, sub-contractors, and material suppliers. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 2.5.2 Competitive Bidding

§ 2.5.2.1 Bidding Documents shall consist of bidding requirements, Request for Qualifications (if applicable), Request for Proposals, proposed Contract Documents, Specifications and Drawings and any other pertinent documents mutually agreed to by the Owner and Architect.

§ 2.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting on-site, a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 participating in pre-award conference with bidders, if requested.

§ 2.5.2.3 If during the bidding and negotiation process contractors provide alternatives to add value to the Project, the Architect will review and evaluate these options, provide recommendations to the Owner and incorporate the mutually agreed upon alternatives into the Project. The evaluation and incorporation of these value engineering alternatives shall be included in Architect's Basic Services and shall not be compensated as a Change in Service or Additional/Supplementary Service if required to meet budget.

§ 2.5.3 Negotiated Proposals

§ 2.5.3.1 Proposal Documents shall consist of proposal requirements, Request for Qualifications (if applicable), Request for Proposals, proposed Contract Documents, and any other pertinent documents mutually agreed to be the Owner and Architect.

§ 2.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors or Construction Managers;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, if directed by the Owner.

§ 2.5.3.3 If during the bidding and negotiation process contractors provide alternatives to add value to the Project, the Architect will review and evaluate these options, provide recommendations to the Owner and incorporate the mutually agreed upon alternatives into the Project. The evaluation and incorporation of these value engineering alternatives shall be included in Architect's Basic Services and shall not be compensated as a Change in Service or Additional/Supplementary Service if required to meet budget.

§ 2.5.3.4 The Architect shall participate in pre-award conferences with bidders.

§ 2.6 CONSTRUCTION PHASE SERVICES

§ 2.6.1 General

§ 2.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™–2017, as modified, General Conditions of the Contract for Construction (“Project Conditions”). Construction Manager In the event of any inconsistency between the Projected Conditions and this Agreement with respect to the rights, responsibilities and duties of the Owner or the Architect, the provisions of this Agreement shall control.

§ 2.6.1.2 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in the Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work. The Architect shall promptly notify the Owner in writing of any known deviations from the intent of Contract Documents, and schedule deviations from the most recent Construction Schedule submitted by the Construction Manager.

§ 2.6.1.3 Subject to Section 3.2 and except as provided in Section 2.6.6.5, the Architect’s responsibility to provide Construction Phase Services commences upon the Owner’s acceptance of the Construction Manager’s Guaranteed Maximum Price proposal, the Owner’s approval of the Construction Manager’s Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 3.2, and except as provided in Section 2.6.6.5, the Architect’s responsibility to provide Construction Phase Services with the award of terminates on the date the Architect issues the final Certificate for Payment, provided all requirements have been met by the Construction Manager.

§ 2.6.2 Evaluations of the Work

§ 2.6.2.1 The Architect, utilizing personnel with expertise in the specific disciplines required, shall visit the site at intervals appropriate to the stage of construction, but not less than every one (1) week or as otherwise agreed by the Owner and the Architect, to become generally familiar with and observe all reasonably apparent conditions at the site, the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Architect shall review placement and inspect for damage, quality, assembly, and function in order to determine that furniture, fixtures and equipment (FF&E) are in accordance with the requirements of the Contract Documents to the extent the Architect provided services for specifying, selecting, or procuring this FF&E as part of this Agreement. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner in writing (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work, and shall prepare and submit notes from job site observations to the Owner within seven (7) calendar days after each site visit. The Architect shall schedule, attend and chair, at the request of the Owner, all job meetings, and pre-construction meetings. Job meetings shall be held weekly unless otherwise provided in the Contract Documents or mutually agreed by the Architect, Owner and Construction Manager. The Architect shall prepare and distribute minutes of each such meeting to the Owner, Construction Manager, Clerk of the Works if any, consultants and others as appropriate not later than seven (7) calendar days after the meeting unless mutually agreed otherwise by the Owner and Architect. The Architect shall secure the attendance at job meetings of Architect’s subconsultants and others as appropriate and as reasonably requested by the Owner.

§ 2.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and shall immediately repost such rejection and the reason for the rejection in writing to the Owner. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the 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 Construction Manager, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 2.6.2.2.1 Throughout the Project, the Architect shall monitor the development of the "red lined" as-built documentation prepared by the Construction Manager. The "red lined" documents shall be maintained by the Construction Manager at the Project site. The Architect will notify the Construction Manager and Owner in writing, if in the Architect's professional judgement, the documents are incomplete, inaccurate or the recording is untimely. The Construction Manager shall provide this documentation to the Architect for the development of a record set of drawings as required in Section 2.

§ 2.6.2.3 The Architect shall interpret and advise on matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 2.6.2.4 Interpretations and recommendations 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. When making such interpretations and recommendations, the Architect shall endeavor to secure faithful performance by the Construction Manager, shall not show partiality to either the Owner or Construction Manager, and shall not be liable for results of interpretations rendered in good faith. The Architect's interpretations on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 2.6.2.5 Unless the Owner and Construction Manager designate another person, the Architect shall render initial interpretations on Claims between the Owner and Construction Manager as provided in the Contract Documents.

§ 2.6.3 Certificates for Payment to Construction Manager

§ 2.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 2.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 2.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work or (2) reviewed construction means, methods, techniques, sequences or procedures.

§ 2.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 2.6.4 Submittals

§ 2.6.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 2.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Construction Manager'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's actions shall be taken with such reasonable promptness not to exceed (fourteen) 14 calendar days unless mutually agreed otherwise. Review of such submittals is not for the purpose of determining the accuracy and completeness of other details not within the intended scope of submittal, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise provided in the Contract Documents, 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. Substitutions of materials or components of work proposed by the Construction

Manager during construction shall be considered, evaluated, documented and incorporated into the Construction Documents by the Architect within design services if the proposed substitution is mutually determined by the Architect and Owner to increase the value of the Project or the change is done to meet the Owner's budget.

§ 2.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals. The Architect shall not require supplemental design services from the Construction Manager through the Contract Documents unless specifically approved by the Owner.

§ 2.6.4.3.1 The Architect shall provide to the Construction Manager a base set of contract drawings in electronic format for their use in the preparation of coordination drawings and submittals. This service shall be provided by the Architect at no additional cost to the Owner or Construction Manager.

§ 2.6.4.4 Subject to Section 3.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within ten (10) calendar days. The Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 2.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.6.5 Changes in the Work

§ 2.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum/GMP or an extension of the Contract Time. Subject to the provisions of Section 3.2, the Architect shall prepare Change Orders and Construction Change Directives with supporting documentation and data if deemed necessary by the Architect or Owner's Representative for the Owner's approval and execution in accordance with the Contract Documents prior to being issued to the Construction Manager.

§ 2.6.5.1.1 The Architect shall review and analyze requests by the Owner or Construction Manager for changes in the Work, including adjustments to the Contract Sum/GMP or Contract Time. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the Architect determines that requested changes in the Work are not materially different from the requirements of the Contract Documents, the Architect may issue an order for a minor change in the Work with approval of the Owner or recommend to the Owner that the requested change be denied with reasons for denial.

§ 2.6.5.1.2 If the Architect determines that implementation of the requested changes would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract Sum/GMP, the Architect shall make a recommendation to the Owner, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the Construction Manager, if any, the Architect shall estimate the additional cost and time that might result from such change, including any additional costs attributable to a Change in Services of the Architect. With the Owner's approval, the Architect shall incorporate those estimates into a Change Order or other appropriate documentation for the Owner's execution or negotiation with the Construction Manager.

§ 2.6.5.1.3 The Architect shall revise Contract Documents, prepare supplementary documents including drawings, specifications or other written instructions as reasonably necessary to establish the appropriateness of, and to

implement the Work incorporated in the Contract by Change Orders or Change Directives. The cost of such services by the Architect shall be included in Architect's Basic Services including changes requested in writing by the Owner, if the cost of the requested changes is within the construction contingency or project contingency as delineated in Sections 5.1.3 and 5.1.4. Although these contingency funds are not within the Project Control Budget, the Architect shall be responsible for the review and issuance of Change Orders as described. Owner requested changes that exceed these contingency amounts shall be considered Changes in Services and compensated as provided in Section 3.2 unless required due to error or omission of the Architect.

§ 2.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 2.6.6 Project Completion

§ 2.6.6.1 The Architect shall:

- .1 conduct inspections to mutually determine with the Owner the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 2.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected. The Architect shall provide comprehensive documentation of Work not in conformance with Contract Documents (punch list) for the Owner's and Construction Manager's review. This comprehensive list shall be inclusive of all architectural, mechanical and electrical disciplines. Prior to the issuance of final Certificate for Payment the Architect will reinspect to verify conformance with the Contract Documents.

§ 2.6.6.2.1 The Architect shall, within thirty (30) calendar days after issuance of the final Certificate for Payment, prepare and deliver to the Owner a complete set of all original Contract Drawings modified to incorporate all changes directed by "SK" and other supplementary instructions prepared by the Architect or the Architect's Consultants and issued after execution of the Construction Contract, all changes in the Work, including detail and dimensional changes and the final locations of all plumbing, storm drainage, fire protection, mechanical and electrical lines, outlets, manholes, etc. both inside and outside the building, as recorded on the Construction Manager's "red-line" documents, and any other changes of which the Architect may be aware. These modified documents shall be dated and labeled "Record Documents," and the Architect shall provide the Owner with one complete full-size set of documents and, in addition, one electronic copy using the latest version of AutoCAD, an AutoCAD-compatible DWG format, or other format approved in advance by the Owner.

§ 2.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 2.6.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.

§ 2.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

§ 2.6.6.6 Warranty Period Services

The Architect shall assist as reasonably requested by the Owner during the warranty period set forth in the Contract Documents in identifying defects in the Project and in determining and implementing appropriate corrective measures in accordance with the requirements of the Construction Contract. Approximately one month before

expiration of the Construction Manager’s warranty period, if any, the Architect shall conduct an inspection of the Project together with the Owner’s representatives and shall report in writing any observed discrepancies under warranties or guarantees required by the Contract Documents.

ARTICLE 3 BASIC, SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 3.1 DESCRIPTION OF SERVICES

§ 3.1.1 The services listed below are included in Basic Services, Supplemental or Additional Services, as indicated, and may be required for the Project. The Architect shall provide the listed Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 6.2. Unless otherwise specifically addressed in the Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Service is not being provided for the Project.

(Designate the Architect’s Services and the Owner’s Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Service. Insert a description of the Supplemental Services in Section 3.1.2 below or attach the description of services as an exhibit to the Agreement.)

Services	Responsibility <i>(Architect, Owner or Not Provided)</i>
§ 3.1.1.0 Assistance with Selection of Construction Manager	Architect Basic Service
§ 3.1.1.1 Programming	Architect Basic Service
§ 3.1.1.2 Multiple preliminary designs	Architect Basic Service
§ 3.1.1.3 Measured drawings	Architect Basic Service
§ 3.1.1.4 Existing facilities surveys	Architect Basic Service
§ 3.1.1.5 Site evaluation and planning	Architect Basic Service
§ 3.1.1.6 Building Information Model management responsibilities	Architect Basic Service
§ 3.1.1.7 Development of Building Information Models for post construction use	Architect Basic Service
§ 3.1.1.8 Civil engineering	Architect Basic Service
§ 3.1.1.9 Landscape design	Architect Basic Service
§ 3.1.1.10 Architectural interior design	Architect Basic Service
§ 3.1.1.11 Value analysis	Architect Basic Service
§ 3.1.1.12 Detailed cost estimating beyond that required in Section 5.3	Architect Basic Service
§ 3.1.1.13 On-site project representation	Architect Basic Service
§ 3.1.1.14 Conformed documents for construction	Architect Basic Service
§ 3.1.1.15 As-designed record drawings	Architect Basic Service
§ 3.1.1.16 As-constructed record drawings	Architect Basic Service
§ 3.1.1.17 Post occupancy evaluation	Architect Basic Service
§ 3.1.1.18 Facility support services	
§ 3.1.1.19 Tenant-related services	
§ 3.1.1.20 Architect’s coordination of the Owner’s consultants	Architect Basic Service
§ 3.1.1.21 Telecommunications/data design	Architect Basic Service
§ 3.1.1.22 Security evaluation and planning	Architect Basic Service
§ 3.1.1.23 Commissioning	Owner
§ 3.1.1.24 Sustainable Project Services pursuant to Section 3.1.3	
§ 3.1.1.25 Fast-track design services	
§ 3.1.1.26 Multiple bid packages	
§ 3.1.1.27 Historic preservation	
§ 3.1.1.28 Furniture, furnishings, and equipment design	Architect Basic Service
§ 3.1.1.29 Other services provided by specialty Consultants	

§ 3.1.1.30 Other Supplemental Services	

§ 3.1.2 Description of Supplemental Services

§ 3.1.2.1 A description of each Supplemental Service identified in Section 3.1.1 as the Architect’s responsibility is provided below.

(Describe in detail the Architect’s Supplemental Services identified in Section 3.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect’s Services documents that can be included as an exhibit to describe the Architect’s Supplemental Services.)

« Supplemental Services shall be defined as needed by the Owner.»

§ 3.1.2.2 A description of each Supplemental Service identified in Section 3.1.1 as the Owner’s responsibility is provided below.

(Describe in detail the Owner’s Supplemental Services identified in Section 3.1.1 or, if set forth in an exhibit, identify the exhibit.)

« Supplemental Services shall be defined as needed by the Owner.»

§ 3.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to the Agreement. The Owner shall compensate the Architect as provided in Section 6.2.

§ 3.2 ARCHITECT’S ADDITIONAL SERVICES

The Architect may provide Additional Services after execution of the Agreement without invalidating the Agreement, if mutually agreed in writing, if required by circumstances beyond the Architect’s control, or if the Architect’s services are affected as described in Section 3.3.1. In the absence of mutual agreement in writing, the Architect shall notify the Owner in writing prior to providing such services. If the Owner deems that all or a part of such Change in Services is not required, the Owner shall give prompt written notice to the Architect, and the Architect shall have no obligation to provide those services. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 3.2 shall entitle the Architect to compensation pursuant to Section 6.3 and an appropriate adjustment in the Architect’s schedule. If the Architect believes that such circumstances beyond its control exist, the Architect shall promptly so notify the Owner in writing, stating the reasons for such belief and stating, insofar as can then be determined or estimated, the amount of any adjustment to the Architect’s compensation or time for performance or both, which may be required. The Owner shall promptly respond in writing to the Architect’s notice, either authorizing the Change in Services in its entirety, or stating that all or a part of such Change is not authorized. Except in an emergency which significantly threatens life safety, property damage or delay to the Project, the Architect shall have no obligation to provide, and shall not be entitled to any additional compensation for any services which the Owner states are not authorized.

§ 3.2.1 Upon either the Owner or the Architect recognizing the need to perform the following Additional Services, the Architect shall notify the Owner in writing with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed (and Owner shall have no liability for the payment of) any Additional Services, including without limitation, the following Additional Services until the Architect receives the Owner’s written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or Owner, approvals given by the Owner, or a material change in the Project;
- .2 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations not reasonably anticipated;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner after receipt of written notice from the Architect or any other failure of performance on the part of the Owner or the Owner’s consultants or contractors;
- .5
- .6

- .7
- .8 Unless otherwise provided, preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction;
- .11 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .12 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate, where such assumptions and clarifications are not reasonably anticipated beforehand; and
- .13 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate, where such substitutions are not reasonably anticipated beforehand.

§ 3.2.2 To avoid delay in the Construction Phase, the Architect shall provide the applicable Additional Services, notify the Owner in writing with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1
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Notwithstanding the foregoing, if the Owner determines that all or parts of the foregoing services that Architect believes are Additional Services are not required or are Basic Services, the Owner shall give prompt written notice to the Architect before the Architect performs such services or promptly upon the Owner discovering that the Architect has performed such services, if Architect performs services without Owner's knowledge, and the Owner shall have no obligation to compensate the Architect for those services.

§ 3.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 «three» («3») reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 «three» («3») visits to the site by the Architect during construction
- .3 «three» («3») inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 «three» («3») inspections for any portion of the Work to determine final completion

§ 3.2.4 If the Owner and the Architect are unable to agree upon whether a particular service to be performed by the Architect constitutes an Additional Service or a Basic Service, or are unable to agree upon the amount of compensation due to the Architect for a particular Additional Service, the Owner may direct the Architect to perform that particular service and any such disagreement shall not constitute grounds for the Architect to refuse to perform that particular service. Upon such direction from Owner, the Architect shall perform such service without delay, but "under protest," so as to maintain the progress of the Project during the pendency of the resolution of the disagreement. Subject to the foregoing, Owner and Architect agree to continue to negotiate in good faith to attempt to reach a resolution that is acceptable to both parties, but if an acceptable resolution is not forthcoming after the exercise of such good faith efforts, then the disagreement shall be resolved in accordance with Article 8 hereof.

§ 3.2.5 Notwithstanding any provision of this Agreement to the contrary, no services made necessary, in whole or in part, by any fault or omission of the Architect (including its consultants) in the performance of its duties, responsibilities or obligations under this Agreement, shall be compensated as an Additional Service. Further, even though a particular service not specified in Section 3.2 may not be expressly set forth in this Agreement as part of Basic Services, it shall be deemed to be a part of Basic Services if it is reasonably inferable that such service will be required in order to effectively render a Basic Service that is expressly set forth herein.

§ 3.2.5

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 5.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality, unless mutually agreed otherwise.

§ 4.1.1 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 4.1.2 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 4.2 The Owner shall furnish surveys to describe 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; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect 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.

§ 4.3 The Owner shall furnish services of geotechnical engineers, when such services are requested by the Architect and when determined to be reasonably necessary by the Owner. Such services may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations. The geotechnical consultant services provided by the Owner will be limited to testing and analyzing subsoil conditions of the site and providing results of the analysis to the Architect for use as design criteria or capacity of subsurface conditions. The Architect shall be responsible for services in providing a design solution for the project which satisfies these criteria within Basic Services. If geotechnical design services are required beyond those described above as being provided by the geotechnical engineer engaged by the Owner, then the Architect shall engage those services from the geotechnical engineer within Basic Services. Services required of the geotechnical engineer during construction will be considered "special inspections" or "materials testing services" as addressed in **Article 3.3**.

§ 4.4 Unless otherwise provided in this Agreement, or otherwise customarily provided by the Architect, the Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.5 The Owner shall coordinate the services of its own consultants with those services provided by the Architect.

§ 4.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 3.1.1.

§ 4.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to the Agreement.

§ 4.8 Except as otherwise provided in this Agreement, or when direct communications are deemed necessary by the Owner, the Owner shall endeavor to communicate with the Construction Manager and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents with written confirmation submitted to the Owner. Communications by and with the Architect's consultants shall be through the Architect. Communications between the Architect and the Owner's consultants and Owner's separate contractors shall be through the Owner. Communications between the Owner and Construction Manager shall be confirmed in writing to

the Architect. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services

§ 4.9 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in the Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction and any modifications thereto.

§ 4.10 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.

§ 4.11 The Owner may, at its sole option and expense, hire and direct the activity of a full or part-time Clerk of the Works, a Commissioning Agent, a consultant for peer design review, or other consultants reasonably acceptable to the Architect for the Project.

ARTICLE 5 COST OF THE WORK

§ 5.1 The Cost of the Work shall be the total cost or, to the extent the Project is not completed, the estimated cost to the Owner of all elements of the Project designed or specified by the Architect and shall include the Construction Manager's general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. All items so noted in the Project Control Budget, Exhibit B, shall be included in the Architect's design responsibilities and therefore the Cost of the Work. The Project Control Budget is the Owner's budget for the portion of the Project within the cost control responsibilities of the Architect. This Project Control Budget is included as part of this Agreement as Attachment 1. This Project Control Budget establishes the total cost not to be exceeded for the construction and furnishings of the Project. The cost items included in this budget are delineated in Exhibit B with their respective budget values. The individual line item amounts may vary with the Project's evolution, however, the cumulative total for the listed items shall not be exceeded without written authorization from the Owner.

§ 5.1.1 The Cost of the Work shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, including the costs of management or supervision of construction or installation provided by a separate construction manager or contractor, plus a reasonable allowance for their overhead and profit. In addition, a reasonable allowance for market condition adjustments at the time of bidding and for changes shall be included in the Cost of the Work.

§ 5.1.2 The Cost of the Work does not include the compensation of the Architect and the Architect's consultants, the compensation of the Construction Manager for Preconstruction Phase services, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the Owner and are identified as "by Owner" in Exhibit B.

§ 5.1.3 The Cost of the Work does not include the Construction Contingency which is to be spent if necessary during the construction phase of the Project. The Construction Contingency is however within the design and documentation scope of the Architect and should be included in the Basic Services. An amount of up to (5%) five percent of the Total Construction line of the budget as detailed in the Project Control Budget in Exhibit B may be expended by the Owner during the construction phase for changes in the Project. Non-limiting examples of these changes include unforeseen conditions discovered during construction, errors and omissions or opportunities to improve the value of the Project through quality or other construction enhancements. See Article 5.1.6.

§ 5.1.4 The Cost of the Work does not include the Project Contingency which may be spent during the construction phase of the Project. The Project Contingency is however within the design and documentation scope of the Architect and should be included in the Basic Services. An amount of up to (5%) five percent of the Cost of the Work which includes the construction cost and all remaining items within the Architect's design scope as detailed in the Project Control Budget in Exhibit B. These funds may be expended by the Owner during the construction phase for changes in the Project. Non-limiting examples of these changes include unexpected expenses, construction changes, minor construction enhancements or minor program related enhancements. See Article 5.1.6.

§ 5.1.5 Funds from the Construction Contingency and the Project Contingency cannot be committed or expended without the authorization of the Owner.

§ 5.1.6 Enhancements paid through the use of Construction Contingency or Project Contingency funds that will be considered part of the Architect's Basic Services include those enhancements approved by the Owner that are identified and designed during the design phases of the project. Other enhancements within Basic Services identified after the completion of the design phases must meet the following criteria to be considered within the Architect's Basic Services:

1. The enhancement does not involve the expansion of the Owner's Program as established in the Design Phases.
2. The enhancement does not involve additional design, evaluation, or documentation by the Architect other than change order preparation and processing.

The Architect's services required for enhancements made to the project in the Construction Phase and paid through the use of Construction Contingency or Project Contingency funds not meeting the above criteria will be compensated as a change in service as described in 3.2 and 6.2.

§ 5.1.7 The Architect shall prepare three estimates of the Cost of the Work as set forth in Article 2. As the design process progresses through the end of the preparation of the Construction Documents, the Architect shall update and refine the estimate of the Cost of the Work. The Architect shall advise the Owner and Construction Manager of any adjustments to previous estimates of the Cost of the Work indicated by changes in Project requirements or general market conditions. If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget or the Construction Manager's GMP estimate, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments.

§ 5.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 4.1, 5.4 and 5.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Construction Manager's methods of determining bid prices; or current competitive bidding, market, or negotiating conditions.

§ 5.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. In preparing estimates of the Cost of Work in accordance with Article 2, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar estimating techniques.

§ 5.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's Project Control budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction industry between the date of submission of the Construction Documents to the Owner and the date on which proposals or bids are sought .

§ 5.5

§ 5.6 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's Project Control budget for the Cost of the Work, or is less than eighty percent (80%) of the Project Control budget, the Owner shall

- .1 give written approval of an increase or decrease in the budget for the Cost of the Work. If the budget is supplemented by the Owner to the extent necessary to fund a cost overrun of the design provided by the Architect and no expansion of project scope has occurred, then the Architect will not be compensated as additional services for this supplemental budget funding;

- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 5.5 of AIA Document B102™–2017;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to increase or reduce the Cost of the Work, and cooperate in revising the Project scope and quality as required to reduce or increase the Cost of the Work to be within the maximum budget constraints of the Project Control Budget but not less than eighty percent (80%) of the Project Control Budget. The redesign must then be mutually agreed upon by the Owner and Architect; or,
- .5 implement any other mutually acceptable alternative.

§ 5.7 If the Owner chooses to proceed under Section 5.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner’s budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 5.6.1. In any event, the Architect’s modification of the Construction Documents and the provision of associated services to accomplish the options within Section 5.6 shall be the limit of the Architect’s responsibility under this Article 5.

ARTICLE 6 COMPENSATION

§ 6.1 If not otherwise specifically addressed in the Agreement, the Owner shall compensate the Architect for the Architect’s Basic Services as follows:

- .1 Stipulated Sum
(Insert amount)
 X
- .2 Percentage Basis
(Insert percentage value)
 » (») % of the Owner’s budget for the Cost of the Work, as calculated in accordance with Section 6.6.
- .3 Other
(Describe the method of compensation)
 »

There shall be no adjustment in the Basic Compensation on account of changes in the Project, including changes in the use of the Project or in estimated or actual Cost of the Work. However, if the scope of the Project is substantially changed, the Architect’s Basic Compensation shall be equitably adjusted.

Basic Compensation shall be reasonably reduced if Owner elects to engage a Construction Quality manager (“COM”), or to employ its own forces, to provide any construction administration services in lieu of the Architect providing such services.

§ 6.2 For the Architect’s Supplemental Services designated in Section 3.1.1 and for any Sustainability Services required pursuant to Section 3.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

« »

§ 6.3 For Additional Services that may arise during the course of the Project, including those under Section 3.2, the Owner shall compensate the Architect as follows, or as mutually agreed:
(Insert amount of, or basis for, compensation.)

« »

§ 6.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 6.2 or 6.3, shall be the amount invoiced to the Architect plus «zero» percent («0» %), or as follows: (Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

« »

§ 6.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	«fifteen»	percent («15»	%)
Design Development Phase	«twenty-five»	percent («25»	%)
Construction Documents Phase	«thirty-five»	percent («35»	%)
Procurement Phase	«five»	percent («5»	%)
Construction Phase	«eighteen»	percent («18»	%)
Commissioning/Occupancy/Closeout	two	percent	2	%
Total Basic Compensation	one hundred	percent (100	%)

§ 6.6

§ 6.6.1 When compensation is based on a percentage basis of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with the Agreement for all services performed to the date of termination whether or not the Construction Phase is commenced. If any of the options listed in Section 5.6 are elected by the Owner, any and all services provided by the Architect as described in other sections of this Agreement to accomplish said option shall be performed as Basic Services without additional compensation to the Architect.

§ 6.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

« »

Employee or Category	Rate (\$0.00)

§ 6.8 INITIAL PAYMENT TO THE ARCHITECT FOR SUSTAINABILITY CERTIFICATION

If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of « » (\$ « ») shall be made upon execution of the Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

ARTICLE 7 ATTACHMENTS AND EXHIBITS

The following attachments and exhibits, if any, are incorporated herein by reference: (List other documents, if any, including any exhibits relied on in Section 3.1.)

«[List of Exhibits to be finalized at execution]»

By its execution, this Standard Form of Architect's Services: Design and Contract Administration, AIA Document B201-2017 and modifications hereto are incorporated into the Standard Form of Agreement Between the Owner and Architect without a predefined Scope of Architect's Services, AIA Document B102-2017, modified, that was entered into by the parties as of the date.

OWNER

ARCHITECT

(Signature)

(Signature)

(Printed name and title)

(Printed name and title)

