



# AIA® Document B201™ – 2007

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

### for the following PROJECT:

*(Name and location or address)*

H Smith Richardson Golf Course Clubhouse  
2425 Morehouse Highway  
Fairfield, CT 06824

### THE OWNER:

*(Name, legal status and address)*

Town of Fairfield  
725 Old Post Road  
Fairfield, CT 06824

### THE ARCHITECT:

*(Name, legal status and address)*

### THE AGREEMENT

This Standard Form of Architect's Services is part of or modifies the accompanying Owner-Architect Agreement (hereinafter, the Agreement) dated the    day of    in the year

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

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### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in Article 1 and in optional Exhibit A, Initial Information:

*(Complete Exhibit A, Initial Information and incorporate it into this services document at Section 7.1, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)*

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™–2007, 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™–2007, Amendment to the Professional Services Agreement, to create a modification to any owner-architect agreement.

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§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

September, 2019

.2 Substantial Completion date:

July, 2020

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

## ARTICLE 2 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 2.1 ~~The Architect's Basic Services consist of those described in Article 2 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in Article 2 are Additional Services.~~ design 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 design 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 AIA Document B201-2007, modified, Exhibit A, Section A.2.1 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, consult with the Owner, 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 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 works so as to produce a complete and consistent product at each Phase. The Architect shall reasonably be entitled to rely on the accuracy and completeness of services and information furnished by the Owner 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 this 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, reviews, for cost estimating, for cost/budget reconciliations, for the performance of the Owner's consultants, and for approval of submissions by

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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. ~~With the Owner's approval, the Architect shall adjust the schedule, if necessary, 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.

**§ 2.1.4** The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval, which shall not be reasonably withheld.

**§ 2.1.5** The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing 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 such governmental authorities and by such entities providing utility services, and incorporate said requirements into the Contract Documents.

**§ 2.1.6** The Architect shall assist the Owner 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** The Architect shall cooperate with the Owner's commissioning agent and shall provide requested background information, design criteria or other information necessary to conduct commissioning services on the Project. The Architect shall provide assistance to the Owner and the Owner's commissioning agent to correct any functional or operational problems with the building that may be related to the Architect's design.

## **§ 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 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, and the proposed procurement or 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:

- a. Listing of Building Program spaces and sizes in net square feet with delineation of existing versus new.
- b. Documentation of required program space relationships.
- c. Listing of special needs for each programmed space.
- d. Target net square foot to gross square foot efficiency ratio.
- e. 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 shall discuss with the Owner 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's requirements agreed upon with the Owner, the Architect shall prepare and present 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 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 modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 2.2.5.0.1 The Architect shall respond in writing, in the format requested by the Owner, to all written comments from the Owner 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 The Architect shall consider environmentally responsible 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 other environmentally responsible design services under Article 3. Provide design to LEED® level as determined by Owner. Owner reserves right to pursue other or lesser certification.

§ 2.2.5.2 The Architect shall consider 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 ~~that is 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 system; 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 comparison of all room areas shown in Owner's building program compared to all room areas as shown in schematic design document.

§ 2.2.5.4 When Schematic Design Documents have been prepared by the Architect, the Architect shall prepare for review by the Owner an estimate of construction costs with supporting data. The 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

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

~~§ 2.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 5.3.~~

~~§ 2.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.~~

### **§ 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 Owner's approval. The Design Development Documents 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 such other elements as may be appropriate. 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 The Architect shall update the estimate of the Cost of the Work.~~ Not Used.

~~§ 2.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.~~ Not Used.

~~§ 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 Schematic Estimate of Construction Cost.

§ 2.3.6 When Design Development Documents have been prepared by the Architect, the Architect shall prepare for review by the Owner, an estimate of construction costs with supporting data. The 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 estimate of construction costs based on the Design Development Documents;
- 4) The construction cost estimates of the Owner and the Architect have been reconciled ("Reconciled Cost Estimates");
- 5) The Reconciled Cost Estimates are mutually determined by the Architect and the Owner to be within the construction budget;
- 6) The Owner has reviewed the Design Development Documents;
- 7) The Architect has modified the Design Development Documents to conform with the budget reconciliation and the Owner's review. The modifications shall be as mutually agreed by the Architect and Owner to establish a revised construction scope which are 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 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 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 of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor 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 Design Development Estimate of Construction Cost.

§ 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. 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;
- 2) The Owner has completed the estimate of construction costs based upon the 90% complete Construction Documents;
- 3) The Architect has completed the estimate of construction costs based upon the 90% completed Construction Documents;
- 4) The construction cost estimates of the Owner and the Architect have been reconciled;

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- 5) The Reconciled Cost Estimates are mutually determined by the Architect and the Owner to be within the construction budget;
- 6) The Owner has reviewed the 100% complete Construction Documents;
- 7) The Architect has modified the Construction Documents to conform with the budget reconciliation and the Owner'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.
- 8) 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 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 into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

**§ 2.4.3** During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) 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 and ~~Specifications~~ Specifications, the AIA Document A201-2007, modified, 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 to any contractor's bidding or negotiating shall be complete and unambiguous. The Architect shall exercise usual and customary professional care to comply with all applicable codes, ordinances, statutes, regulations, and laws in effect at the time Architect's services are performed.

**§ 2.4.3.1** All proposed Alternates must be approved by the Owner in writing prior to inclusion in the Construction Documents. Preparation of Alternates proposed by the Architect shall be included in Architect's Design Services and shall not be compensated as a Change in Service.

**§ 2.4.3.2** The Architect shall provide services for alternate or separate bids as mutually agreed upon by the Owner and Architect where it is done to satisfy maximum budget constraints in the bid process. The Architect will be required to provide one complete set of contract documents with division of work clearly defined between general construction, HVAC, plumbing, fire protection, electrical, FF&E, and/or other trades/disciplines as directed by the Owner's representative.

**§ 2.4.4** The Architect shall update the estimate for the Cost of the Work.

**§ 2.4.5** The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 5.5, and request the Owner's approval.

## **§ 2.5 BIDDING OR NEGOTIATION PHASE SERVICES**

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 and proposed Contract Documents, forms, General Conditions, (AIA Document A201-2007 Modified: General Conditions of the Contract for Construction), 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 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting on-site, a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner. participate in pre-award conferences with bidders.

§ 2.5.2.2.1 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 design services and shall not be compensated as a Change in Service if required to meet budget.

§ 2.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

### § 2.5.3 NEGOTIATED PROPOSALS

§ 2.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents requirements, proposed Contract forms, General Conditions, (AIA Document A201-2007 Modified: General Conditions of the Contract for Construction) 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 procuring the reproduction of Proposal Documents for distribution to prospective ~~contractors,~~ contractors or Construction Managers, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective ~~contractors;~~ contractors or Construction Managers; and
- .3 participating in negotiations with prospective contractors, or Construction Managers and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 2.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective ~~contractors; contractors, or Construction Managers.~~

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

§ 2.5.3.5 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 design services and shall not be compensated as a Change in Service if required to meet budget.

### § 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 Contractor as set forth below and in AIA Document A201-2007, modified, General Conditions of the Contract for Construction. ~~If the Owner and Contractor modify AIA Document A201-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.~~



**§ 2.6.1.2** The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this 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 Contractor'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 Contractor 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 Contractor.

**§ 2.6.1.3** Subject to Section 3.3, the Architect's responsibility to provide Construction Phase services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for ~~Payment.~~ Payment, provided all requirements have been met by the Contractor.

**§ 2.6.1.3.1** Duties, responsibilities and limitations of authority of the Architect under this Article 2.6 shall not be restricted, modified or extended without written agreement of the Owner and Architect.

## **§ 2.6.2 EVALUATIONS OF THE WORK**

**§ 2.6.2.1** ~~The Architect~~ Architect, utilizing personnel with expertise in the specific disciplines required, shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 3.3.3, to become generally familiar with 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 report to the Owner in writing, (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work, 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 Contractor. The Architect shall prepare and distribute minutes of each such meeting to the Owner, Contractor, 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.~~ Documents, and shall immediately report 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 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 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 Contractor. The "red lined" documents shall be maintained by the Contractor at the Project Site. The Architect will notify the Contractor and Owner in writing, if in the Architect's professional judgement, the documents are incomplete, inaccurate or the recording is untimely. The Contractor 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 ~~decide~~ advise on matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. 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 decisions~~ 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 decisions~~, interpretations, the Architect shall endeavor to secure faithful performance by ~~both Owner and the Contractor~~, shall not show partiality to ~~either~~, either the Owner or Contractor, and shall not be liable for results of interpretations ~~or decisions~~ rendered in good faith. The Architect's ~~decisions~~ 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 Contractor designate another ~~person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007~~, the Architect shall render initial decisions ~~person, the Architect shall render initial interpretations~~ on Claims between the Owner and Contractor as provided in the Contract Documents.

### **§ 2.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR**

**§ 2.6.3.1** The Architect shall review and certify the amounts due the Contractor 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 Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to 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, (2) reviewed construction means, methods, techniques, sequences or ~~procedures~~, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum-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 Contractor's submittal schedule and shall not unreasonably delay or withhold approval. 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** In accordance with the Architect-approved submittal schedule, 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'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 ~~information such as dimensions, quantities, details, not within the intended scope of submittal~~, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise ~~specifically stated by the Architect, provided in the Contract Documents~~, of any 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 Contractor 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 Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the

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appropriate performance and design criteria that such services must satisfy. The Architect shall review shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals. The Architect shall not require supplemental design services from the Contractor through the Contract Documents unless specifically approved by the Owner.

**§ 2.6.4.3.1** The Architect shall provide to the Contractor 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 Contractor.

**§ 2.6.4.4** Subject to the provisions of Section 3.3, 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 any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the ten (10) calendar days,~~ The Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

**§ 2.6.4.5** The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor 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 or an extension of the Contract Time. Subject to the provisions of Section 3.3, the Architect shall prepare Change Orders and Construction Change ~~Directives~~ 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. Documents prior to being issued to the Contractor.

**§ 2.6.5.1.1** The Architect shall review and analyze requests by the Owner or Contractor for changes in the Work, including adjustments to the Contract Sum 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, 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 Contractor, 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 Contractor.

**§ 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 3.3 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.

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## § 2.6.6 PROJECT COMPLETION

§ 2.6.6.1 The Architect shall conduct inspections to mutually determine with the Owner the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating 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 Contractor 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 Contractor'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 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 Contractor'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 the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, 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 Contractor: (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 Contractor 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.

## ARTICLE 3 – ADDITIONAL SERVICES

### § 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 Contractor's warranty period, 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 ADDITIONAL AND BASIC SERVICES

~~§ 3.1 Additional Services listed below are not included in Basic Services but may be Services listed below are included in Basic Services or Additional Services as noted and as required for the Project. The Architect shall provide the listed Additional 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. Article 6.~~

*(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 3.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)*

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Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 3.2 below or in an exhibit attached to this document and identified below)
§ 3.1.1 Programming(B202™-2009)		Architect-Basic Service See Article 2.2.2
§ 3.1.2 Multiple preliminary designs		Architect- Basic Service
§ 3.1.3 Measured drawings		Architect- Basic Service See Article 2.1.0.1
§ 3.1.4 Existing facilities surveys		Architect/Engineer- To extent required Basic Service Article 2.1.0.1
§ 3.1.5 Site Evaluation and Planning (B203™-2007)		Architect- Basic Service
§ 3.1.6 Building information modeling (Level 300)		Architect- Basic Service
<del>§ 3.1.6 Building Information Modeling (E202™-2008)</del>		
§ 3.1.7 Civil engineering		Architect- Basic Service
§ 3.1.8 Landscape design		Architect-Basic Service
§ 3.1.9 Architectural Interior Design (B252™-2007)		Architect- Basic Service
§ 3.1.10 Value Analysis (B204™-2007)		Architect/Owner- Basic Service
§ 3.1.11 Detailed cost estimating		Architect/Owner- Basic Service
§ 3.1.12 On-site project representation		Architect/Owner- Basic Service
<del>§ 3.1.12 On-site Project Representation (B207™-2008)</del>		
§ 3.1.13 Conformed construction documents		Architect- Basic Service
§ 3.1.14 As-designed record drawings		Architect- Basic Service
§ 3.1.15 As-constructed record drawings		Architect- Basic Service
§ 3.1.16 Post occupancy evaluation		Architect- Basic Service
§ 3.1.17 Facility Support Services (B210™-2007)		
§ 3.1.18 Tenant-related services		
§ 3.1.19 Coordination of Owner's consultants		Architect- Basic Service As required for con
§ 3.1.20 Telecommunications/data design		Architect- Basic Service
§ 3.1.21 Security System Design		Architect- Basic Service
<del>§ 3.1.21 Security Evaluation and Planning (B206™-2007)</del>		
§ 3.1.22 Commissioning (B211™-2007)		Owner
§ 3.1.23 Extensive environmentally-Environmentally responsible design		Architect- Basic Service See Section 2.2.5.1
§ 3.1.24 LEED® Certification (B214™-2012)		Additional Service
§ 3.1.25 Fast-track design services		
§ 3.1.26 Historic Preservation (B205™-2007)		
§ 3.1.27 Furniture, Furnishings, and Equipment Design (B253™-2007)		Architect- Basic Service
§ 3.1.28 Restaurant/Kitchen Design		Architect- Basic Service

§ 3.2 Insert a description of each Additional Service designated above as the Architect's responsibility, if not further described in an exhibit attached to this document.

§ 3.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. 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 3.3 shall entitle the Architect to compensation pursuant to Section 6.3. If the Architect believes that such circumstances beyond its control exist, the Architect shall promptly

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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.

§ 3.3.1 Upon 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 to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method; ~~Project;~~
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official ~~interpretations;~~ 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 ~~Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;;~~
- .6 ~~Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;~~
- .7 ~~Preparation for, and attendance at, a public presentation, meeting or hearing;;~~
- .8 ~~Preparation~~ Unless otherwise provided, preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.;

§ 3.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner in writing with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner provided information, Contractor prepared coordination drawings, or prior Project correspondence or documentation;;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.;

§ 3.3.3 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:

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- .1 Three ( 3 ) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 ( ) visits to the site by the Architect over the duration of the Project 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

~~§ 3.3.4 If the services covered by this Agreement have not been completed within ( ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.~~

#### ARTICLE 4 OWNER'S RESPONSIBILITIES

~~§ 4.1 The Owner shall establish and periodically update 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. 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. ~~quality, unless mutually agreed otherwise.~~~~

~~§ 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 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, which when such services are requested by the Architect and when determined to be reasonably necessary by the Owner. Such services may include but are not limited to 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 The 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 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, are deemed necessary by the Owner, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. 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 Contractor 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.~~

~~§ 4.6 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 this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction. ~~Construction and any modifications thereto.~~~~

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

## ARTICLE 5 COST OF THE WORK

§ 5.1 ~~For purposes of this Agreement, the~~ The Cost of the Work shall be the total cost to the Owner to construct 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 contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner. ~~Architect. 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 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.

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The Architects 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 3.3 and 6.2.

§ 5.1.7 The Architect shall prepare three estimates of the Cost of the Work. 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 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, 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 may be adjusted throughout the Project as required under Sections 4.1, 5.4 and 5.5. 4.1 and 5.4. Evaluations of the Owner's budget for the Cost of the Work, 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 Contractor's methods of determining bid prices; or current competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 5.3 In preparing estimates of the Cost of Work, 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 make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 3.

§ 5.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, 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 market 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 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 5.6 If the Owner's Project Control budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, or 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; 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 B102-2007;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; increase or reduce the Cost of the Work. 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

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conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section ~~6.6.1-6.6.~~ 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.

**§ 5.7.1** The Owner's Representative will compare and analyze the Reconciled Cost Estimates (required in Article 2.4) and the Project Control Budget. If the Reconciled Cost Estimates exceed the Project Control Budget, the Architect shall advise the Owner on ways to revise the Project so its cost is within the Project Control Budget. The Architect shall recommend options for cost reduction for the Owner's approval.

**ARTICLE 6 COMPENSATION**

**§ 6.1** For the Architect's Basic Services described under Article 2, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation.)*

**§ 6.2** For Additional Services designated in Section 3.1, 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 3.3, during the course of the Project, the Owner shall compensate the Architect as ~~follows:~~follows, or as mutually agreed:  
*(Insert amount of, or basis for, compensation.)*

Method #1: Time and Expense billings for additional services will be based on hourly billing rates as shown below:

- 1. Principal
- 2. Project Architect
- 3. Draftsman
- 4. Interior Designer
- 5. Engineer

Secretarial Services are included in above rates:

OR

Method #2: Stipulated lump sum

The determination of Method #1 or Method #2 for additional services will be determined as mutually agreed by the Owner and Architect. If the Architect and Owner are unable to agree, the adjustment shall be calculated on the basis of the Schedule of Hourly Rates shown above.

**§ 6.4** Compensation for 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 a fee of zero percent ( 0 %), or as otherwise stated below:

**§ 6.5** Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

<u>Conceptual Design Phase</u>	<u>seven and ½</u>	<u>percent</u>	<u>7.5</u>	<u>%</u>
<u>Schematic Design Phase</u>	<u>seven and ½</u>	<u>percent</u>	<u>7.5</u>	<u>%</u>
<del>Schematic Design Phase</del>		<del>percent</del>		<del>%</del>
<u>Design Development Phase</u>	<u>twenty-five</u>	<u>percent</u>	<u>25</u>	<u>%</u>
<u>Construction Documents</u>	<u>thirty-five</u>	<u>percent</u>	<u>35</u>	<u>%</u>

Phase				
Bidding or Negotiation Phase	<u>five</u>	percent (	<u>5</u>	%)
Construction Phase	<u>eighteen</u>	percent (	<u>18</u>	%)
<u>Commissioning</u>	<u>two</u>		<u>2</u>	%
<u>/Occupancy/Closeout</u>				
Total Basic Compensation	one hundred	percent (	100	%)

**§ 6.6** When compensation is based on a percentage 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, in accordance with the schedule set forth in Section 6.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this 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, if any, 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.)*

<b>Employee or Category</b>	<b>Rate</b>
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**ARTICLE 7 ATTACHMENTS AND EXHIBITS**

The following attachments and exhibits, if any, are incorporated herein by reference:  
*(List other documents, if any, including Exhibit A, Initial Information, and any exhibits relied on in Section 3.1.)*  
See AIA Document B102, Article 9

By its execution, this Standard Form of Architect’s Services: Design and Contract Administration, AIA Document B201-2007 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 B102-2007, modified, that was entered into by the parties as of the date:

**OWNER**

\_\_\_\_\_

*(Signature)*

\_\_\_\_\_

*(Printed name and title)*

**ARCHITECT**

\_\_\_\_\_

*(Signature)*

\_\_\_\_\_

*(Printed name and title)*

## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, \_\_\_\_\_, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 10:07:47 on 04/10/2018 under Order No. 2132222965 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B201™ – 2007, Standard Form of Architect's Services: Design and Construction Contract Administration, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

\_\_\_\_\_  
*(Signed)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Dated)*