AIA DOCUMENT B141-1997

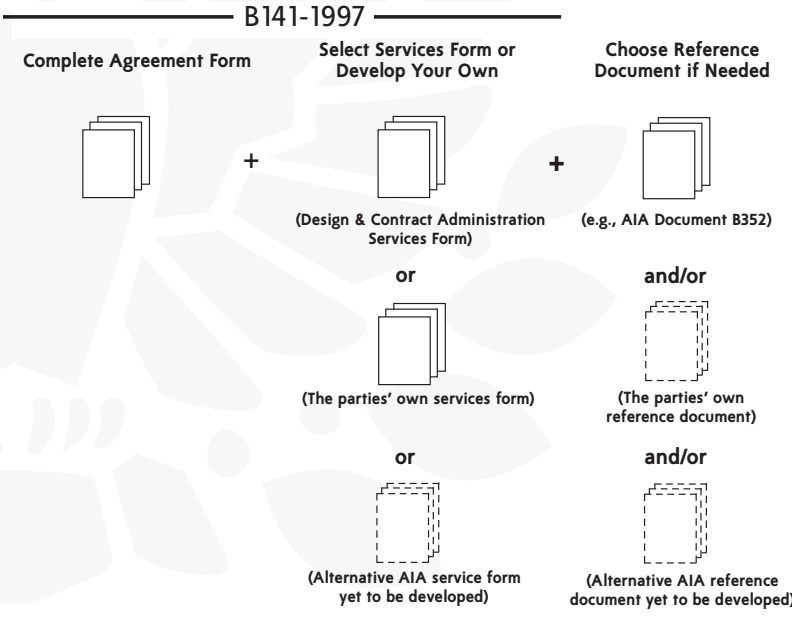
Standard Form of Agreement Between Owner and Architect with Standard Form of Architect's Services

GENERAL INFORMATION

BACKGROUND. AIA Document B141-1997 represents an entirely new format for an AIA Owner-Architect agreement. It is the result of considerable input and exchange from a number of sources, including round table meetings conducted with owners and architects throughout the country, and contributions from the AIA Practice and Prosperity initiative. This new format is intended to clarify the assumptions, roles, responsibilities and obligations of the parties, to provide clear narrative descriptions of services, and to facilitate, strengthen and maintain the working and contractual relationships between the parties to the agreement. To that end, these new standard forms encourage greater interaction and communication between the Owner and Architect by requiring them, among other things, to engage in an active dialogue to complete requested information in the forms.

PURPOSE. B141-1997 is intended as a flexible contracting package that allows Architects to offer a broad range of services to Owners spanning the life of a project, from conception to completion and beyond. To that end, B141-1997 is structured in a multi-part format consisting of a Standard Form of Agreement Between Owner and Architect and a Standard Form of Architect's Services. Parties using the Standard Form of Agreement Between Owner and Architect may choose to use an AIA Standard Form of Architect's Services, such as the one accompanying these Instructions, as their scope of services for a particular project, or may choose to draft their own customized scope of services. An architect may also use a Standard Form of Architect's Services as part of a response to an owner's request for proposals. Note that, in the coming months and years, the AIA will develop and release additional Standard Forms of Architect's Services that offer other services packages reflecting different practice styles. The AIA also will be developing reference documents that expand the description of services selected in the Standard Forms of Architect's Services. An example of such a document is AIA Document B352, Duties, Responsibilities and Limitations of Authority of the Architect's Project Representative.

The structure of B141-1997 can be diagrammed as follows:



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RELATED DOCUMENTS. B141-1997 is intended to be used in conjunction with AIA Document A201, General Conditions of the Contract for Construction, which it incorporates by reference, when the Architect's services involve construction contract administration. B141-1997 also can be used with Architect-Consultant agreements such as AIA Documents C141-1997, C142-1997 or C727.

Other AIA Owner-Architect agreements available for use in connection with customary services or in special circumstances include:

B141/CMa	Owner-Architect Agreement, Construction Manager-Adviser Edition
B151-1997	Abbreviated Owner-Architect Agreement for Projects of Limited Scope
B163	Owner-Architect Agreement for Designated Services
B171	Interior Design Services Agreement
B177	Abbreviated Interior Design Services Agreement
B181	Owner-Architect Agreement for Housing Services
B188	Owner-Architect Agreement for Limited Architectural Services for Housing Projects
B727	Owner-Architect Agreement for Special Services
B801/CMa	Owner-Construction Manager-Adviser Agreement
B901	Design/Builder-Architect Agreement

DISPUTE RESOLUTION—MEDIATION AND ARBITRATION. B141-1997 contains provisions for mediation and arbitration of claims and disputes. Mediation is a non-binding process, but is mandatory under the terms of this agreement. Arbitration is mandatory under the terms of this agreement and binding in most states and under the Federal Arbitration Act. In a minority of states, arbitration provisions relating to future disputes are not enforceable, but the parties may agree to arbitrate after the dispute arises. Even in those states, under certain conditions (for example, in a transaction involving interstate commerce), arbitration provisions may be enforceable under the Federal Arbitration Act.

The AIA does not administer dispute resolution processes. To submit disputes to mediation or arbitration or to obtain copies of the applicable mediation or arbitration rules, write to the American Arbitration Association or call (800) 778-7879. The American Arbitration Association also may be contacted at *http://www.adr.org*.

WHY USE AIA CONTRACT DOCUMENTS? AIA contract documents are the product of a consensus-building process aimed at balancing the interests of all parties on the construction project. The documents reflect actual industry practices, not theory. They are state-of-the-art legal documents, regularly revised to keep up with changes in law and the industry—yet they are written, as far as possible, in everyday language. Finally, AIA contract documents are flexible: they are intended to be modified to fit individual projects, but in such a way that modifications are easily distinguished from the original, printed language.

For further information on the AIA's approach to drafting contract documents, see AIA Document M120, Documents Drafting Principles.

USE OF NON-AIA FORMS. If a combination of AIA documents and non-AIA documents is to be used, particular care must be taken to achieve consistency of language and intent among documents. Certain owners require the use of owner-architect agreements and other contract forms which they prepare. Such forms should be carefully compared to the standard AIA forms for which they are being substituted before execution of an agreement. If there are any significant omissions, additions or variances from the terms of the related standard AIA forms, both legal and insurance counsel should be consulted. Of particular concern is the need for consistency between the Owner-Architect Agreement and related documents and the anticipated General Conditions of the Contract for Construction in the delineation of the Architect's construction contract administration services and responsibilities.

LETTER FORMS OF AGREEMENT. Letter forms of agreement are generally discouraged by the AIA, as is the performance of a part or the whole of professional services based on oral agreements or understandings. The AIA's agreement forms have been developed through more than 100 years of experience and have been tested repeatedly in the courts. In addition, the standard forms have been carefully coordinated with other AIA documents.

STANDARD FORMS. Most AIA documents published since 1906 have contained in their titles the words "Standard Form." The term "standard" is not meant to imply that a uniform set of contractual requirements is mandatory for AIA members or others in the construction industry. Rather, the AIA standard documents are intended to be used as fair and balanced baselines from which the parties can negotiate their bargains. As such, the documents have won general acceptance within the construction industry and have been uniformly interpreted by the courts. Within an industry spanning 50 states—each of them free to adopt different, and perhaps contradictory, laws affecting that industry—they form the basis for a generally consistent body of construction law.

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CHANGES FROM THE PREVIOUS EDITION

Many significant changes from the previous edition were made in the format and content of B141-1997. A key change between the 1987 and 1997 editions of B141 is that B141 no longer is a unitary standard form. Rather, it is composed of two standard forms: the Standard Form of Agreement Between Owner and Architect and the Standard Form of Architect's Services. Descriptions of the Architect's services to be provided under the agreement have been removed from the Standard Form of Agreement Between Owner and Architect and have been placed instead in a new form—the Standard Form of Architect's Services. Other key changes are the elimination of phases of services and the designations "Basic Services," "Additional Services," "Contingent Additional Services," and "Optional Additional Services." In B141-1997, services are divided into categories to delimit them according to type or task rather than time sequence, and are either included in or excluded from the agreement.

B141-1997 started toward its present form when the AIA Practice and Prosperity initiative began a redefinition of fundamental precepts of practice. This effort is a continuing process, one result of which is that B141-1997 is a living document.

Stated broadly, the redefining precepts—based largely on studies of client demand—entail, potentially, every facility-related service a client could want, from conceptual planning, through facility operation and maintenance, and back again to reconfiguration or replacement. As professionals educated and experienced in how people relate to environments, architects' services extend to every aspect related to client facility needs. Key to developing such a level of professional service are close communication, careful negotiation of responsibilities and compensation, and mutual understanding and trust.

Separating the Standard Form of Agreement Between Owner and Architect from the multi-optioned Standard Form of Architect's Services in the two-part B141-1997 allows the client and architect to agree both on how they will work together and on precisely what services suit the client's particular needs. And having a framework in the very first section of the standard form of agreement for the parties to structure their negotiation on project parameters and team makeup initiates a relationship of understanding.

By allowing the client and architect to agree precisely and positively on their mutual responsibilities, B141-1997 carries a powerful message: the architect is the client's facilitator and integrator across the entire spectrum of facility-related services.

There are many other changes to foster clarity in the Owner-Architect agreement as well, such as the structure of Articles and the method of numbering provisions. A complete listing of all format and content changes in B141-1997 is beyond the scope of these Instructions. Described below, however, are highlights of major changes in the Standard Form of Agreement Between Owner and Architect and in the Standard Form of Architect's Services that accompanies these Instructions—Standard Form of Architect's Services: Design and Contract Administration.

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STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ARCHITECT

ARTICLE 1.1 INITIAL INFORMATION

This is a new Article in which the parties describe or identify, if known at the time of contract execution, certain information and assumptions about the Project, such as the physical, legal, financial, and time parameters and key persons or entities connected with the Project.

ARTICLE 1.2 RESPONSIBILITIES OF THE PARTIES

The Owner's and the Architect's responsibilities now have been combined and placed in one Article. A provision has been added concerning the parties' relationship with each other and with others involved with the Project. The provisions relating to the Owner's responsibilities have been expanded to require, among other things, the Owner to provide, upon written request, information necessary for the Architect to give notice of and enforce lien rights and to establish that the Owner cannot significantly change the budget without a corresponding change in the Project scope and quality. The provisions relating to the Architect's responsibilities have been expanded to include provisions on confidentiality and conflicts of interests.

ARTICLE 1.3 TERMS AND CONDITIONS

This new Article encompasses the former Articles Five through Nine in the 1987 Edition titled Construction Cost; Use of Architect's Drawings, Specifications and Other Documents; Arbitration; Termination, Suspension or Abandonment; and Miscellaneous Provisions. Changes include use of new terminology, such as "Cost of the Work," "Instruments of Service" and "Change in Services" and many substantive revisions and additions, such as the following:

- the provisions relating to the Owner's use of the Architect's drawings, specifications and other documents, including those in electronic form, have been rewritten to clarify the specific rights given to the Owner;
- a new section, called "Change in Services," describes circumstances which may affect the Architect's services, thereby entitling the Architect to adjustment in compensation and time of performance;
- provisions for mediation of claims and disputes have been added, requiring the parties to endeavor to settle disputes through mediation before proceeding to arbitration;
- a mutual waiver of consequential damages (i.e., indirect damages) now is included; and
- the termination provisions now provide that the Owner may terminate the agreement for the Owner's convenience upon appropriate notice and payment of termination and other expenses.

ARTICLE 1.4 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS

This new Article enumerates all documents that make up the agreement between the Owner and the Architect, including the Standard Form of Architect's Services, unless another scope of services is indicated, and provides a blank space to describe any other terms and conditions that modify the agreement.

ARTICLE 1.5 COMPENSATION

The Compensation portion of the agreement has been revised. Among the additions is a provision that addresses adjustment in the method of calculating the Architect's compensation in the event that, through no fault of the Architect, the Architect's services are not completed by a mutually prescribed date.

STANDARD FORM OF ARCHITECT'S SERVICES: DESIGN AND CONTRACT ADMINISTRATION

ARTICLE 2.1 PROJECT ADMINISTRATION SERVICES

This new Article describes administrative services that the Architect performs at various intervals throughout the life of the Project. It also includes a section, titled Evaluation of Budget and Cost of the Work, which delineates the Architect's responsibility for evaluating the Owner's budget and for preparing estimates of the Cost of the Work. It is important to note that in B141-1997, if a budget amount for the Cost of the Work has been identified in Article 1.1 and if the lowest bid or negotiated proposal exceeds the Owner's adjusted budget for the Cost of the Work, the Architect is obligated to modify the documents to comply with the Owner's budget at no cost to the Owner. However, the obligation to redesign at no cost to the Owner is the limit of the Architect's responsibility.

ARTICLE 2.2 SUPPORTING SERVICES

Formerly contained in Article 4: Owner's Responsibilities of the 1987 Edition of B141, the responsibilities to furnish services or information relating to the program, land surveys and geotechnical engineering for the Project are placed here in B141-1997. These services remain the Owner's responsibilities. However, at the time of contracting, the Owner and Architect may specifically designate in Paragraph 2.8.3 that any or all of these services will be provided or furnished by the Architect.

ARTICLE 2.3 EVALUATION AND PLANNING SERVICES

This new Article lists certain pre-design services to be performed by the Architect, such as evaluation of the Owner's budget, schedule and site for the Project. If other Evaluation and Planning Services are to be included in the agreement, they may be designated and described in Article 2.8.

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ARTICLE 2.4 DESIGN SERVICES

This Article describes the normal design disciplines included in the agreement and contains provisions defining and describing Schematic Design Documents, Design Development Documents and Construction Documents. If other Design Services are to be included in the agreement, such as civil engineering or interior design services, they may be designated and described in Article 2.8.

ARTICLE 2.5 CONSTRUCTION PROCUREMENT SERVICES

Article 2.5 of B141-1997 delineates in greater depth than in the previous edition of B141 the Architect's services relating to the Owner's procurement of the contract for construction. This Article assumes that the Architect will provide either bidding or negotiation services, but not both, unless the parties specifically provide for such services in Article 2.8.

ARTICLE 2.6 CONTRACT ADMINISTRATION SERVICES

The Architect's Contract Administration Services now are further divided into six subcategories: General Administration; Evaluations of the Work; Certification of Payments to Contractor; Submittals; Changes in the Work; and Project Completion. Changes in this Article include the following:

- the addition of a new provision, Subparagraph 2.6.1.5, which states the Architect's role with respect to requests for additional information from the contractor and the proper form of such requests (it should be noted that contractor-generated requests for additional information that entitle the Architect to a Change in Services are addressed in Subparagraph 2.8.2.2);
- the provisions dealing with the Architect's visits to the site have been restructured to describe more clearly the purposes for such visits;
- a new provision, Subparagraph 2.6.4.3, was inserted, addressing the Architect's responsibilities with respect to design services or certifications required of the Contractor by the Contract Documents; and
- more complete descriptions of the Architect's services connected with Changes in the Work and Project close-out.

ARTICLE 2.7 FACILITY OPERATION SERVICES

This new Article provides for two meetings between the Architect and the Owner: one promptly after substantial completion to review the need for Facility Operation Services, and the second before the expiration of one year from the date of Substantial Completion to review the building's performance.

ARTICLE 2.8 SCHEDULE OF SERVICES

A new feature of B141-1997, this Article enables the parties to fill in a specific number of submittal reviews, site visits, and inspections to determine Substantial Completion and final completion that will be performed before the Architect incurs a Change in Services and to specifically designate and describe any other services that form part of the agreement between the Owner and the Architect.

ARTICLE 2.9 MODIFICATIONS

Similar to Article 12 of the 1987 Edition of B141, this Article provides a blank space for modifications the parties wish to make to the provisions of the Standard Form of Architect's Services.

IDENTIFYING THE SERVICES NEEDED FOR THE PROJECT

Before completing B141-1997, the parties will need to identify the scope of professional services required for the Project. The Architect can assist the Owner with this process by showing the Owner a list of professional services. The list can serve as a valuable discussion guide, aiding the parties in establishing the scope of services and in identifying the appropriate party to furnish each required service. The chart presented on pages 6 and 7 provides a listing of 68 services grouped into six categories. It is intended to offer a broad but not exhaustive listing of possible professional services. For each service selected, the parties should indicate the party responsible, the specific compensation method (hourly, stipulated sum etc.) and other pertinent information. Purchasers of this document may reproduce the chart for the purpose of delineating a scope of services for a particular project.

EXAMPLE

RESPONSIBILITY	CATEGORIES OF SERVICES Titles of Services	COMPENSATION METHOD	NOTES
Owner	Program Criteria	———	———
Architect	Master Planning	Lump Sum	———
Arch/Consultant	Lighting Design	Billing Rate	3 x Multiple

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RESPONSIBILITY	CATEGORIES OF SERVICES Titles of Services	COMPENSATION METHOD	NOTES
	PROJECT ADMINISTRATION SERVICES		
	Program Management		
	Management & Administration		
	Owner Consultant Coordination		
	Project Presentation		
	Special Presentations		
	Evaluation of Project Budget		
	Schedule Development & Monitoring		
	Preliminary Estimate of Cost of the Work		
	Detailed Estimate of Cost of the Work		
	Owner-Supplied Data Coordination		
	Value Analysis		
	Agency Consulting		
	PLANNING & EVALUATION SERVICES		
	Programming		
	Space Schematics & Flow Diagrams		
	Existing Facilities Surveys		
	Economic Feasibility Studies		
	Marketing Studies		
	Project Financing		
	Site Analysis & Selection		
	Site Development Planning		
	Detailed Site Utilization Studies		
	On-Site Utility Studies		
	Off-Site Utility Studies		
	Environmental Studies & Reports		
	Energy Studies & Reports		
	Zoning Processing Assistance		
	Geotechnical Engineering		
	Site Surveying		
	DESIGN SERVICES		
	Architectural Design		
	Structural Design		
	Mechanical Design		
	Electrical Design		
	Civil Design		
	Interior Design		
	Landscape Design		
	Graphic Design		
	Special Design		
	Materials Research & Specifications		
	Special Furnishings Design		

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RESPONSIBILITY	CATEGORIES OF SERVICES Titles of Services	COMPENSATION METHOD	NOTES
	CONSTRUCTION PROCUREMENT SERVICES		
	Bidding/Proposal Documents		
	Reproduction & Distribution of Bidding/Proposal Documents		
	Special Bidding/Negotiation Addenda		
	Analysis of Alternates/Substitutions		
	Pre-Bid Conference/Selection Interviews		
	Bidding/Negotiation		
	Bid/Proposal Evaluation		
	Contract Award		
	Report of Bidding/Negotiation Results		
	CONTRACT ADMINISTRATION SERVICES		
	General Administration		
	Submittal Services		
	Site Visitation		
	On-Site Project Representation		
	Payment Certification		
	Administration of Testing & Inspection		
	Supplemental Documentation		
	Administration of Changes in the Work		
	Interpretations & Decisions		
	Project Close-out		
	Construction Management		
	FACILITY OPERATION SERVICES		
	Maintenance & Operational Programming		
	Start-Up Assistance		
	Record Drawings		
	Warranty Review		
	Facility Operations & Performance Meeting		
	Post-Contract Evaluation		
	Tenant-Related Services		
	Project Promotion		
	Leasing Brochures		

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USING THE B141-1997 FORMS

Users are encouraged to consult an attorney before completing an AIA document. Particularly with respect to professional licensing laws, duties imposed by building codes, interest charges, arbitration and indemnification, B141-1997 may require modification with the assistance of legal counsel to fully comply with state or local laws regulating these matters.

Generally, necessary modifications may be accomplished by writing or typing the appropriate terms in the blank spaces provided on the form, or by supplementary conditions, special conditions or amendments adopted by reference in this document. The form may also be modified by striking out language directly on the original form. Care must be taken in making these kinds of deletions, however. Under NO circumstances should printed language be struck out in such a way as to render it illegible (as, for example, with blocking tape, correction fluid or X's that completely obscure the text). This may raise suspicions of concealment, or suggest that the completed and signed document has been tampered with. Handwritten changes should be initialed by both parties to the contract.

It is definitely not recommended practice to retype the standard document. Besides being outside the limited license for reproduction granted under these Instructions, retyping can introduce typographical errors and cloud the legal interpretation given to a standard clause when blended with modifications, thereby eliminating one of the principal advantages of the standard form documents. By merely reviewing the modifications to be made to a standard form document, parties familiar with that document can quickly understand the essence of the proposed relationship. Commercial exchanges are greatly simplified and expedited, good-faith dealing is encouraged, and otherwise latent clauses are exposed for scrutiny. In this way, contracting parties can more confidently and fairly measure their risks.

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ARCHITECT COVER PAGE

Date: The date represents the date the Agreement becomes effective. It may be the date that an oral agreement was reached, the date the Agreement was originally submitted to the other party, the date authorizing action was taken or the date of actual execution. Professional services should not be performed prior to the effective date of the Agreement.

Identification of Parties: Parties to this Agreement should be identified using the full legal name under which the Agreement is to be executed, including a designation of the legal status of both parties (sole proprietorship, partnership, joint venture, unincorporated association, limited partnership or corporation [general, limited liability, close or professional], etc.). Where appropriate, a copy of the resolution authorizing the individual to act on behalf of the firm or entity should be attached.

Project Description: The proposed Project should be described in sufficient detail to identify (1) the official name or title of the facility, (2) the location of the site, if known, (3) the proposed building usage, and (4) the size, capacity or scope of the Project, if known.

ARTICLE 1.1—INITIAL INFORMATION

The parties should complete each prompting statement in this Article. If a statement is not applicable to a particular project, the parties should insert a statement to that effect. No spaces should be left blank.

SUBPARAGRAPH 1.1.2.1

Insert a statement identifying the objective or use of the Project.

SUBPARAGRAPH 1.1.2.2

Insert a description of the physical parameters of the Project, such as size and location.

SUBPARAGRAPH 1.1.2.3

Identify the documentation disclosing the Owner's program or state the manner in which the program will be developed, e.g., through the Architect's services under the agreement.

SUBPARAGRAPH 1.1.2.4

Insert a statement that identifies legal information about the Project, such as legal descriptions and restrictions.

CLAUSE 1.1.2.5.1

Insert the dollar amount of the Owner's overall budget for the Project. It should be noted that, in certain instances, this amount may not be known at the time of contract execution or may not be disclosed.

CLAUSE 1.1.2.5.2

Insert the dollar amount of the budget for the Cost of the Work.

SUBPARAGRAPH 1.1.2.6

State milestone dates, durations or fast track scheduling for the Project.

SUBPARAGRAPH 1.1.2.7

Insert a statement identifying the procurement or delivery method for the Project, such as competitive bid or construction management.

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SUBPARAGRAPH 1.1.2.8
Describe any other important constraints or characteristics of the Project, such as energy or environmental requirements.
SUBPARAGRAPH 1.1.3.1
Provide the name and address of the Owner's Designated Representative for the Project. Other information may be added, such as telephone number and electronic address.
SUBPARAGRAPH 1.1.3.2
List the names and addresses of persons or entities, besides the Owner's Designated Representative, required to review the Architect's submittals to the Owner.
SUBPARAGRAPH 1.1.3.3
List the disciplines and the names and addresses, if known at the time of contract execution, of consultants and contractors retained by the Owner.
SUBPARAGRAPH 1.1.3.4
Provide the name and address of the Architect's Designated Representative for the Project. Other information may be added, such as telephone number and electronic address.
SUBPARAGRAPH 1.1.3.5
List the disciplines and the names and the addresses, if known at the time of contract execution, of consultants retained by the Architect.
PARAGRAPH 1.1.4
Insert any other important initial information pertaining to the Project.
PARAGRAPH 1.1.5
If the Owner will use a document other than AIA Document A201 as the general conditions for the contract for construction, identify that document in the space provided.

ARTICLE 1.4 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS

This Article provides blank spaces in which to enumerate the parts of the parties' agreement and to identify specific modifications to the Standard Form of Agreement.
SUBPARAGRAPH 1.4.1.2
This provision establishes that the scope of services for the parties' agreement is the Standard Form of Architect's Services: Design and Contract Administration, unless the parties specify another document in the blank space provided.
SUBPARAGRAPH 1.4.1.3
Insert the titles of any other documents that form part of the parties' agreement.
PARAGRAPH 1.4.2
A blank space is provided to insert any special terms or conditions that modify the parties' agreement.

ARTICLE 1.5 COMPENSATION

Methods of Compensation
There are at least ten methods of computing compensation for architectural services. Four of these methods are time-based, reflecting in different ways the time spent by the Architect on the Project:

Multiple of Direct Salary Expense, in which direct salaries of designated personnel are multiplied by a factor representing benefits, overhead and profit.

Multiple of Direct Personnel Expense, in which the salaries plus benefits of designated personnel are multiplied by a factor representing overhead and profit.

Professional Fee Plus Expenses, in which the salaries, benefits and overhead of designated personnel are the expense and the fee may be a multiplier, percentage or lump sum representing profit.

Hourly Billing Rates, in which salaries, benefits, overhead and profit are included in the rate for designated personnel.

Other methods, while they may be indirectly related to time expended on the Project, do not use time as a factor in the calculation:

Stipulated Sum, in which compensation is listed as a dollar amount.

Percentage of Cost of the Work, in which compensation is calculated by applying an assumed percentage to the estimated or actual Cost of the Work, whichever is most certain at the time the calculation is made.

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Multiple of Consultants' Billing, in which Consultants' bills are multiplied by a factor representing the Architect's administrative costs, overhead and profit.

Square Footage, in which the square footage of the structure is multiplied by a pricing factor.

Unit Cost, in which the number of certain units such as rooms, acres, etc. is multiplied by a pricing factor.

Royalty, in which compensation is a share in the Owner's income or profit derived from the built facility.

Different methods of compensation may be combined on the same project, as shown in the following hypothetical example. A table, such as the one shown here, may be used as an attachment to the compensation section of the agreement to illustrate to the Owner how compensation is calculated.

HYPOTHETICAL EXAMPLE

Service	Method of Compensation	% of Total	Amount	Estimate
Project Administration	Stipulated Sum	_____	Included	_____
Evaluation and Planning	Hourly Billing Rate	_____	_____	None
Design Schematics Design Dev. Constr. Docs.	Stipulated Sum	15% 25% 50%	$50,000	_____
Construction Procurement	Stipulated Sum	10%	Included	_____
Construction Administration	Hourly Billing Rate	_____	_____	$30,000
Other—Attachment "A"	Stipulated Sum	_____	_____	$10,000
TOTALS		100%	$50,000	$40,000

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In the instructions for Paragraph 1.5.1 on pages 14 and 15, sample language is provided for several of the most widely used methods of compensation. Note that sample language for a multiple of Consultants' billing is included with language for the cost-based billing methods, since Consultants' internal costs will not ordinarily be known to the Architect.

The AIA makes no recommendation as to the appropriateness of any of these methods of compensation on a particular project, nor does the AIA suggest that the foregoing list includes all methods that are possible, practical or in actual use. The use of any of the compensation methods described above, singly or in combination with other methods, is a business decision for the Architect and the Owner. Further, the AIA makes no recommendations and has no guidelines or schedules that specify the amount of compensation an architect should be paid.

COMPLETING THE COMPENSATION WORKSHEET

On pages 12 and 13, you will find a Compensation Worksheet for use in estimating costs and appropriate compensation. Page 12 provides a sample completed Worksheet, containing figures that are not intended to reflect actual practice, but are provided simply as a means of illustrating the procedure for performing calculations. Page 13 may be reproduced by purchasers of this document for use on a specific project to perform calculations for all services.

1. Beginning at the top-right section of the Worksheet, fill in the title (Design Services, Contract Administration Services, etc.). In each block of the section entitled "Number," enter the assigned accounting number used for internal audits or billing and vertically fill in the Service by Title block below it.

2. For In-House Personnel, determine the personnel (or categories of personnel) who will be providing the services. You may use the five categories shown for hourly billing rates, above, or your own internal designations, whichever works best. Enter the personnel designation (such as "Technical II") under "Item" for lines 1 through 5, together with the corresponding hourly rate.

3. Determine a viable estimate of time to be spent by each category of personnel on the particular services identified, and enter these figures under "Hrs.". Multiply the estimated time requirement by the corresponding hourly rate inserted for line items 1-5 and enter these figures in the "$" blocks. Some blocks for Hrs. and $ will be blank when an employee or department is not involved in providing a particular service, while others may require the time and charges of some or all personnel.

4. Once the time and cost estimates have been entered, add these figures on the horizontal to determine Total Hours and Total Dollars for each personnel category listed in line items 1 through 5. Then add the time and cost required for each service on the vertical, and enter these figures in the rows marked "Sub-Total." When all figures are summed, you will have the Total Hours and Total Dollars to be entered on line 6 for Direct In-House Salary Expense.

5. Enter any applicable figures for line items 8 and 9, add lines 6, 8 and 9, and enter the total on line 10. Alternatively, if line 7, Direct Personnel Expense, is used, take the dollar figure entered on line 6, multiply it by a percentage that reflects any applicable items shown in footnote 1, and enter the result on line 7. Add lines 7, 8 and 9, and enter the total on line 10. You should now have a fairly accurate representation of in-house expense to be incurred for a given category of services, prior to the addition of any applicable line items described below.

6. Lines 7 through 9, line 11, and lines 13 through 16 are optional, and should be filled in according to the firm's established practice. If Outside Services Expense is incurred, you may use the calculation method described above, or enter a lump sum figure representing services rendered.

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COMPENSATION WORKSHEET

DESIGN DEVELOPMENT

Project: FRANKLIN ELEMENTARY

Project # 9301 Date: 6.30.93

Owner: ALTON SCHOOL DISTRICT

Architect: APPEL & BARTLETT

SERVICE BY TITLE		4.01 PROJECT ADMIN	4.02 COORDINATION	4.03 SCHEDULE	4.06 COST EST.	4.23 ARCH. DESIGN	4.25 MECH DESIGN	4.26 ELECT. DESIGN	4.31 RESEARCH/SPEC.	4.61 GRAPHICS	TOTAL HOURS	TOTAL DOLLARS	ITEM	LINE
IN-HOUSE PERSONNEL	Hrs.	10	10	20	5	30			5	20				
	$	200	200	400	100	600			100	400	100	2000	PRINCIPAL @ $ 20	1
	Hrs.	20	20	40	10	60			10	40				
	$	300	300	600	150	900			150	600	200	3000	SUPERV. @ $ 15	2
	Hrs.	40	40	80	20	120			20	80				
	$	400	400	800	200	1200			200	800	400	4000	TECH. I @ $ 10	3
	Hrs.	20	20	—	—	60			10	40				
	$	100	100	—	—	300			30	200	150	750	TECH. II @ $ 5	4
	Hrs.	10	—	—	—	50			20	—				
	$	10	—	—	—	50			20	—	80	80	TECH. III @ $ 1	5
Sub-Total	Hrs.	100	90	140	35	320			65	180				
	$	1010	1000	1800	450	3050			320	2000	930	9830	Direct In-house Salary Expense	6
												—	Direct Personnel Expense [1]	7
												14745	Indirect Expense [2] @150% OF #6	8
												1228	Other Nonreimbursable Direct Expense [3] @5% OF #6+8	9
												25803	Total In-House Expense #6+8+9	10
OUT-SIDE	Hrs.													
	$											1300	Outside Services Expense	11
Total	Hrs.													
	$											30803	Estimated Total Expense	12
REMARKS:												5000	Contingency	13
												10000	Profit	14
												45803	Proposed Compensation	15
												1000	Estimated Reimbursable Expense	16

9830 Direct In-house Salary Expense

1500

12287 Direct 12.5% Personnel Expense of 6

2458 Indirect Expense @20% of #7

1228 Other Nonreimbursable Direct Expense

25803 Total In-House

Outside

ALTERNATIVE COMPUTATION

[1] *Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged in the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, employee retirement plans and similar contributions and benefits.*

[2] *Indirect Expense is defined as all expenses not directly allocable to specific projects and is synonymous with overhead.*

[3] *Other Nonreimbursable Direct Expense covers the direct expenses not otherwise included in personnel and outside expenses, such as reproduction of documents for in-house use, unreimbursed travel and items paid on behalf of the client without specific reimbursement therefor.*

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COMPENSATION WORKSHEET

NUMBER									
SERVICE BY TITLE									
IN-HOUSE PERSONNEL Hrs.									
IN-HOUSE PERSONNEL $									
IN-HOUSE PERSONNEL Hrs.									
IN-HOUSE PERSONNEL $									
IN-HOUSE PERSONNEL Hrs.									
IN-HOUSE PERSONNEL $									
IN-HOUSE PERSONNEL Hrs.									
IN-HOUSE PERSONNEL $									
IN-HOUSE PERSONNEL Hrs.									
IN-HOUSE PERSONNEL $									
Sub-Total Hrs.									
Sub-Total $									
OUT-SIDE Hrs.									
OUT-SIDE $									
Total Hrs.									
Total $									

Project: _____

Project # _____ Date: _____

Owner: _____

Architect: _____

TOTAL HOURS	TOTAL DOLLARS	ITEM	LINE
		@ $	1
		@ $	2
		@ $	3
		@ $	4
		@ $	5
		Direct In-house Salary Expense	6
		Direct Personnel Expense [1]	7
		Indirect Expense [2]	8
		Other Nonreimbursable Direct Expense [3]	9
		Total In-House Expense	10
		Outside Services Expense	11
		Estimated Total Expense	12
		Contingency	13
		Profit	14
		Proposed Compensation	15
		Estimated Reimbursable Expense	16

REMARKS:

[1] *Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged in the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, employee retirement plans and similar contributions and benefits.*

[2] *Indirect Expense is defined as all expenses not directly allocable to specific projects and is synonymous with overhead.*

[3] *Other Nonreimbursable Direct Expense covers the direct expenses not otherwise included in personnel and outside expenses, such as reproduction of documents for in-house use, unreimbursed travel and items paid on behalf of the client without specific reimbursement therefor.*

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PARAGRAPH 1.5.1 Insert the basis of compensation for the Architect's services as described in Article 1.4.

If a **Multiple of Direct Salary Expense** is used, include multipliers using words and numerals in the following insert: "Compensation for services rendered by principals and employees shall be based on a multiple of ( ) times Direct Salary Expense, which shall be defined as the direct salaries of the Architect's personnel engaged on the Project excluding any costs of mandatory or customary contributions and benefits. Compensation for services rendered by Consultants shall be based on a multiple of ( ) times the amounts billed by Consultants."

If a **Multiple of Direct Personnel Expense** is used, include multipliers using words and numerals in the following insert (note that Direct Personnel Expense is defined in Subparagraph 1.3.9.4): "Compensation for services rendered by principals and employees shall be based on a multiple of ( ) times Direct Personnel Expense. Compensation for services rendered by Consultants shall be based on a multiple of ( ) times the amounts billed by Consultants."

If a **Professional Fee Plus Expenses** is to be used, include the dollar figure and the appropriate multipliers (using words and numerals) in the following insert: "Compensation shall be a Fixed Fee of Dollars ($) plus a multiple of ( ) times Direct Personnel Expense. Compensation for services rendered by Consultants shall be based on a multiple of ( ) times the amounts billed by Consultants."

Alternatively, the fee (representing profit) may be calculated as a multiplier or percentage.

If **Hourly Billing Rates** are used, include the cumulative amount for salary, benefits, overhead and profit to fix each rate using words and numerals in the following insert: "Compensation for services rendered by Principals and employees shall be based upon the hourly billing rates set forth below:

1. Principals' time at the fixed rate of Dollars($) per hour. For the purposes of this Agreement, the Principals are: *(List Principals, such as owners, partners, corporate officers and participating associates.)*

2. Supervisory time at the fixed rate of Dollars($) per hour. For the purposes of this Agreement, supervisory personnel include: *(List managerial personnel by name or job title, such as general manager, department head or project manager.)*

3. Technical Level I time at the fixed rate of Dollars($) per hour. For the purposes of this Agreement, Technical Level I personnel include: *(List those personnel by name or job title who are highly skilled specialists, such as job captains, senior designers, senior drafters, senior planners, senior specifiers or senior construction administrators.)*

4. Technical Level II time at the fixed rate of Dollars($) per hour. For the purposes of this Agreement, Technical Level II personnel include: *(List those personnel by name or job title who hold intermediate-level positions relative to Technical Level I, such as professionals awaiting licensure and managers of clerical staff.)*

5. Technical Level III and clerical personnel time at the fixed rate of Dollars($) per hour. For the purposes of this Agreement, Technical Level III and clerical personnel include: *(List those personnel by name or job title who occupy junior-level positions, such as word processor or office assistant.)*

6. Compensation for services rendered by Consultants shall be based on a multiple of ( ) times the amounts billed by Consultants."

If a **Percentage of Cost of the Work** is to be used, insert the following: "Compensation shall be percent (%) of the Cost of the Work, as defined in Paragraph 1.3.1. Progress payments shall be allocated to services as follows:" *(Insert chart allocating percentages of compensation; see note for stipulated sum below.)*

Optionally, insert the following:
"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 chart set forth in this Paragraph 1.5.1, based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent preliminary estimate of the Cost of the Work or detailed estimate of the Cost of the Work for such portions of the Project."

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If a **Stipulated Sum** is to be used, insert the sum in words and numerals in the following sample language: "Compensation shall be a stipulated sum of Dollars ($)."
(For purposes of determining the amounts of progress payments, the parties should insert a chart allocating percentages of completion (totaling one hundred percent) to the various services the Architect is to perform. Note that Project Administration Services, if agreed to, will ordinarily be provided throughout the Project, so that their percentage of completion at any point may parallel the overall percentage of completion of the Architect's services. Using the following example, insert descriptions of services.)

[Services A]	percent (	%)
[Services B]	percent (	%)
[Services C]	percent (	%)
[Services D]	percent (	%)
[Services E]	percent (	%)
Total Compensation	one hundred percent (	100%)

No sample language is provided for compensation based on square footage, unit cost or royalty. Parties choosing one or more of these methods should craft their own language based on the particulars of the project.

PARAGRAPH 1.5.2 Insert basis of compensation for Changes in Services. See methods of compensation shown above for Paragraph 1.5.1

PARAGRAPH 1.5.3 Insert the multiple to be used to determine the cost to the Architect of Changes in Services of consultants as described in Subparagraph 1.1.3.5.

PARAGRAPH 1.5.4 Insert the multiple to be used to determine the amount due the Architect for Reimbursable Expenses of the Architect and of the Architect's employees and consultants as described in Subparagraph 1.3.9.2 and Paragraph 1.5.5.

PARAGRAPH 1.5.5 Insert expenses in addition to those listed in Subparagraph 1.3.9.2 that are to be compensated on the basis stated in Paragraph 1.5.4.

PARAGRAPH 1.5.7 Insert the dollar amount of the initial payment.

PARAGRAPH 1.5.8 Indicate when payments will become due and when unpaid amounts will begin to bear interest. Insert the percentage rate and basis (monthly, annual) of interest charges.

PARAGRAPH 1.5.9 Insert the number of months beyond which the Architect shall be entitled to a Change in Services.

STANDARD FORM OF ARCHITECT'S SERVICES: DESIGN AND CONTRACT ADMINISTRATION

ARTICLE 2.8 SCHEDULE OF SERVICES

PARAGRAPH 2.8.1
Insert an agreed-upon number in each of the spaces provided.
PARAGRAPH 2.8.3
If the parties agree to select a service from this list, state in the appropriate column the party responsible for providing the service and the place where the service is described, e.g., "in the space below," "on Exhibit A," etc.

ARTICLE 2.9 MODIFICATIONS

PARAGRAPH 2.9.1
Insert any modifications made to the Standard Form of Architect's Services.

EXECUTING THE B141-1997 FORMS

The persons executing B141-1997 should indicate the capacity in which they are acting (i.e., president, secretary, partner, etc.) and the authority under which they are executing the Agreement. Where appropriate, a copy of the resolution authorizing the individual to act on behalf of the firm or entity should be attached.

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Standard Form of Agreement Between Owner and Architect with Standard Form of Architect's Services

AGREEMENT made as of the day of
in the year
(In words, indicate day, month and year)

BETWEEN the Architect's client identified as the Owner:
(Name, address and other information)

and the Architect:
(Name, address and other information)

For the following Project:
(Include detailed description of Project)

The Owner and Architect agree as follows.

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

TABLE OF ARTICLES

1.1 INITIAL INFORMATION

1.2 RESPONSIBILITIES OF THE PARTIES

1.3 TERMS AND CONDITIONS

1.4 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS

1.5 COMPENSATION

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ARTICLE 1.1 INITIAL INFORMATION

1.1.1 This Agreement is based on the following information and assumptions.
(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

1.1.2 PROJECT PARAMETERS

1.1.2.1 The objective or use is:
(Identify or describe, if appropriate, proposed use or goals.)

1.1.2.2 The physical parameters are:
(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports about the site.)

1.1.2.3 The Owner's Program is:
(Identify documentation or state the manner in which the program will be developed.)

1.1.2.4 The legal parameters are:
(Identify pertinent legal information, including, if appropriate, land surveys and legal descriptions and restrictions of the site.)

1.1.2.5 The financial parameters are as follows.

.1 Amount of the Owner's overall budget for the Project, including the Architect's compensation, is:

.2 Amount of the Owner's budget for the Cost of the Work, excluding the Architect's compensation, is:

1.1.2.6 The time parameters are:
(Identify, if appropriate, milestone dates, durations or fast track scheduling.)

1.1.2.7 The proposed procurement or delivery method for the Project is:
(Identify method such as competitive bid, negotiated contract, or construction management.)

1.1.2.8 Other parameters are:
(Identify special characteristics or needs of the Project such as energy, environmental or historic preservation requirements.)

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1.1.3 PROJECT TEAM

1.1.3.1 The Owner's Designated Representative is:
(List name, address and other information.)

1.1.3.2 The persons or entities, in addition to the Owner's Designated Representative, who are required to review the Architect's submittals to the Owner are:
(List name, address and other information.)

1.1.3.3 The Owner's other consultants and contractors are:
(List discipline and, if known, identify them by name and address.)

1.1.3.4 The Architect's Designated Representative is:
(List name, address and other information.)

1.1.3.5 The consultants retained at the Architect's expense are:
(List discipline and, if known, identify them by name and address.)

1.1.4 Other important initial information is:

1.1.5 When the services under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be the edition of AIA Document A201 current as of the date of this Agreement, or as follows:

1.1.6 The information contained in this Article 1.1 may be reasonably relied upon by the Owner and Architect in determining the Architect's compensation. Both parties, however, recognize that such information may change and, in that event, the Owner and the Architect shall negotiate appropriate adjustments in schedule, compensation and Change in Services in accordance with Paragraph 1.3.3.

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ARTICLE 1.2 RESPONSIBILITIES OF THE PARTIES

1.2.1 The Owner and the Architect shall cooperate with one another to fulfill their respective obligations under this Agreement. Both parties shall endeavor to maintain good working relationships among all members of the Project team.

1.2.2 OWNER

1.2.2.1 Unless otherwise provided under this Agreement, the Owner shall provide full information in a timely manner regarding requirements for and limitations on the Project. The Owner shall furnish to the Architect, within 15 days after receipt of a written request, information necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

1.2.2.2 The Owner shall periodically update the budget for the Project, including that portion allocated for the Cost of the Work. The Owner shall not significantly increase or decrease the overall budget, the portion of the budget allocated for the Cost of the Work, or contingencies included in the overall budget or a portion of the budget, without the agreement of the Architect to a corresponding change in the Project scope and quality.

1.2.2.3 The Owner's Designated Representative identified in Paragraph 1.1.3 shall be authorized to act on the Owner's behalf with respect to the Project. The Owner or the Owner's Designated Representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

1.2.2.4 The Owner shall furnish the services of consultants other than those designated in Paragraph 1.1.3 or authorize the Architect to furnish them as a Change in Services when such services are requested by the Architect and are reasonably required by the scope of the Project.

1.2.2.5 Unless otherwise provided in this Agreement, 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.

1.2.2.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

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

1.2.3 ARCHITECT

1.2.3.1 The services performed by the Architect, Architect's employees and Architect's consultants shall be as enumerated in Article 1.4.

1.2.3.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which initially shall be consistent with the time periods established in Subparagraph 1.1.2.6 and which shall be adjusted, if necessary, as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

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1.2.3.3 The Architect's Designated Representative identified in Paragraph 1.1.3 shall be authorized to act on the Architect's behalf with respect to the Project.

1.2.3.4 The Architect shall maintain the confidentiality of information specifically designated as confidential by the Owner, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. The Architect shall require of the Architect's consultants similar agreements to maintain the confidentiality of information specifically designated as confidential by the Owner.

1.2.3.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

1.2.3.6 The Architect shall review laws, codes, and regulations applicable to the Architect's services. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project.

1.2.3.7 The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any errors, omissions or inconsistencies in such services or information.

ARTICLE 1.3 TERMS AND CONDITIONS

1.3.1 COST OF THE WORK

1.3.1.1 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.

1.3.1.2 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 contingencies shall be included for market conditions at the time of bidding and for changes in the Work.

1.3.1.3 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.

1.3.2 INSTRUMENTS OF SERVICE

1.3.2.1 Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to this Project. The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

1.3.2.2 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to reproduce the Architect's Instruments of Service solely for purposes of constructing, using and maintaining the Project, provided that the Owner shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall

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obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. Any termination of this Agreement prior to completion of the Project shall terminate this license. Upon such termination, the Owner shall refrain from making further reproductions of Instruments of Service and shall return to the Architect within seven days of termination all originals and reproductions in the Owner's possession or control. If and upon the date the Architect is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.

1.3.2.3 Except for the licenses granted in Subparagraph 1.3.2.2, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. However, the Owner shall be permitted to authorize the Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the Work by license granted in Subparagraph 1.3.2.2. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. The Owner shall not use the Instruments of Service for future additions or alterations to this Project or for other projects, unless the Owner obtains the prior written agreement of the Architect and the Architect's consultants. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

1.3.2.4 Prior to the Architect providing to the Owner any Instruments of Service in electronic form or the Owner providing to the Architect any electronic data for incorporation into the Instruments of Service, the Owner and the Architect shall by separate written agreement set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations or licenses not otherwise provided in this Agreement.

1.3.3 CHANGE IN SERVICES

1.3.3.1 Change in Services of the Architect, including services required of the Architect's consultants, may be accomplished after execution of this 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 Subparagraph 1.3.3.2. In the absence of mutual agreement in writing, the Architect shall notify the Owner 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 a change due to the fault of the Architect, Change in Services of the Architect shall entitle the Architect to an adjustment in compensation pursuant to Paragraph 1.5.2, and to any Reimbursable Expenses described in Subparagraph 1.3.9.2 and Paragraph 1.5.5.

1.3.3.2 If any of the following circumstances affect the Architect's services for the Project, the Architect shall be entitled to an appropriate adjustment in the Architect's schedule and compensation:

.1 change in the instructions or approvals given by the Owner that necessitate revisions in Instruments of Service;

.2 enactment or revision of codes, laws or regulations or official interpretations which necessitate changes to previously prepared Instruments of Service;

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.3 decisions of the Owner not rendered in a timely manner;
.4 significant change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget, or procurement method;
.5 failure of performance on the part of the Owner or the Owner's consultants or contractors;
.6 preparation for and attendance at a public hearing, a dispute resolution proceeding or a legal proceeding except where the Architect is party thereto;
.7 change in the information contained in Article 1.1.

1.3.4 MEDIATION

1.3.4.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

1.3.4.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

1.3.4.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

1.3.5 ARBITRATION

1.3.5.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with Paragraph 1.3.4.

1.3.5.2 Claims, disputes and other matters in question between the parties that are not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association.

1.3.5.3 A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

1.3.5.4 No arbitration arising out of or relating to this Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement and signed by the Owner, Architect, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim,

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dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

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

1.3.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Architect and the Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Paragraph 1.3.8.

1.3.7 MISCELLANEOUS PROVISIONS

1.3.7.1 This Agreement shall be governed by the law of the principal place of business of the Architect, unless otherwise provided in Paragraph 1.4.2.

1.3.7.2 Terms in this Agreement shall have the same meaning as those in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

1.3.7.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Architect's services are substantially completed.

1.3.7.4 To the extent damages are covered by property insurance during construction, the Owner and the Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

1.3.7.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

1.3.7.6 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

1.3.7.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

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1.3.7.8 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates that would require knowledge, services or responsibilities beyond the scope of this Agreement.

1.3.7.9 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to an institutional lender providing financing for the Project. In such event, the lender shall assume the Owner's rights and obligations under this Agreement. The Architect shall execute all consents reasonably required to facilitate such assignment.

1.3.8 TERMINATION OR SUSPENSION

1.3.8.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, prior to suspension of services, the Architect shall give seven days' written notice to the Owner. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

1.3.8.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

1.3.8.3 If the Project is suspended or the Architect's services are suspended for more than 90 consecutive days, the Architect may terminate this Agreement by giving not less than seven days' written notice.

1.3.8.4 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

1.3.8.5 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

1.3.8.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Subparagraph 1.3.8.7.

1.3.8.7 Termination Expenses are in addition to compensation for the services of the Agreement and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

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1.3.9 PAYMENTS TO THE ARCHITECT

1.3.9.1 Payments on account of services rendered and for Reimbursable Expenses incurred shall be made monthly upon presentation of the Architect's statement of services. No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect has been adjudged to be liable.

1.3.9.2 Reimbursable Expenses are in addition to compensation for the Architect's services and include expenses incurred by the Architect and Architect's employees and consultants directly related to the Project, as identified in the following Clauses:

.1 transportation in connection with the Project, authorized out-of-town travel and subsistence, and electronic communications;

.2 fees paid for securing approval of authorities having jurisdiction over the Project;

.3 reproductions, plots, standard form documents, postage, handling and delivery of Instruments of Service;

.4 expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;

.5 renderings, models and mock-ups requested by the Owner;

.6 expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants;

.7 reimbursable expenses as designated in Paragraph 1.5.5;

.8 other similar direct Project-related expenditures.

1.3.9.3 Records of Reimbursable Expenses, of expenses pertaining to a Change in Services, and of services performed on the basis of hourly rates or a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

1.3.9.4 Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

ARTICLE 1.4 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS

1.4.1 Enumeration of Parts of the Agreement. This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect. This Agreement comprises the documents listed below.

1.4.1.1 Standard Form of Agreement Between Owner and Architect, AIA Document B141-1997.

1.4.1.2 Standard Form of Architect's Services: Design and Contract Administration, AIA Document B141-1997, or as follows:
(List other documents, if any, delineating Architect's scope of services.)

1.4.1.3 Other documents as follows:
(List other documents, if any, forming part of the Agreement.)

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1.4.2 **Special Terms and Conditions**. Special terms and conditions that modify this Agreement are as follows:

ARTICLE 1.5 COMPENSATION

1.5.1 For the Architect's services as described under Article 1.4, compensation shall be computed as follows:

1.5.2 If the services of the Architect are changed as described in Subparagraph 1.3.3.1, the Architect's compensation shall be adjusted. Such adjustment shall be calculated as described below or, if no method of adjustment is indicated in this Paragraph 1.5.2, in an equitable manner.

(Insert basis of compensation, including rates and multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply.)

1.5.3 For a Change in Services of the Architect's consultants, compensation shall be computed as a multiple of ( ) times the amounts billed to the Architect for such services.

1.5.4 For Reimbursable Expenses as described in Subparagraph 1.3.9.2, and any other items included in Paragraph 1.5.5 as Reimbursable Expenses, the compensation shall be computed as a multiple of ( ) times the expenses incurred by the Architect, and the Architect's employees and consultants.

1.5.5 Other Reimbursable Expenses, if any, are as follows:

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1.5.6 The rates and multiples for services of the Architect and the Architect's consultants as set forth in this Agreement shall be adjusted in accordance with their normal salary review practices.

1.5.7 An initial payment of Dollars ($) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account at final payment. Subsequent payments for services shall be made monthly, and where applicable, shall be in proportion to services performed on the basis set forth in this Agreement.

1.5.8 Payments are due and payable ( ) days from the date of the Architect's invoice. Amounts unpaid ( ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of interest agreed upon.)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

1.5.9 If the services covered by this Agreement have not been completed within ( ) months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Paragraph 1.5.2.

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

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
(Printed name and title)	*(Printed name and title)*

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

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

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ARTICLE 2.1 PROJECT ADMINISTRATION SERVICES

2.1.1 The Architect shall manage the Architect's services and administer the Project. The Architect shall consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and issue progress reports. The Architect shall coordinate the services provided by the Architect and the Architect's consultants with those services provided by the Owner and the Owner's consultants.

2.1.2 When Project requirements have been sufficiently identified, the Architect shall prepare, and periodically update, a Project schedule that shall identify milestone dates for decisions required of the Owner, design services furnished by the Architect, completion of documentation provided by the Architect, commencement of construction and Substantial Completion of the Work.

2.1.3 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program, budget and aesthetics in developing the design for the Project.

2.1.4 Upon request of the Owner, the Architect shall make a presentation to explain the design of the Project to representatives of the Owner.

2.1.5 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 approvals received from the Owner in the further development of the design.

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.

2.1.7 EVALUATION OF BUDGET AND COST OF THE WORK

2.1.7.1 When the Project requirements have been sufficiently identified, the Architect shall prepare a preliminary estimate of the Cost of the Work. This estimate may be based on current area, volume or similar conceptual estimating techniques. As the design process progresses through the end of the preparation of the Construction Documents, the Architect shall update and refine the preliminary 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.

2.1.7.2 Evaluations of the Owner's budget for the Project, 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 familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over 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 Project or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

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2.1.7.3 In preparing estimates of the Cost of the 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 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. If an increase in the Contract Sum occurring after execution of the Contract between the Owner and the Contractor causes the budget for the Cost of the Work to be exceeded, that budget shall be increased accordingly.

2.1.7.4 If bidding or negotiation has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the construction industry.

2.1.7.5 If the budget for the Cost of the Work is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Subparagraph 1.3.8.5; or
.4 cooperate in revising the Project scope and quality as required to reduce the Cost of the Work.

2.1.7.6 If the Owner chooses to proceed under Clause 2.1.7.5.4, the Architect, without additional compensation, shall modify the documents for which the Architect is responsible under this Agreement as necessary to comply with the budget for the Cost of the Work. The modification of such documents shall be the limit of the Architect's responsibility under this Paragraph 2.1.7. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not construction is commenced.

ARTICLE 2.2 SUPPORTING SERVICES

2.2.1 Unless specifically designated in Paragraph 2.8.3, the services in this Article 2.2 shall be provided by the Owner or the Owner's consultants and contractors.

2.2.1.1 The Owner shall furnish a program setting forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, special equipment, systems and site requirements.

2.2.1.2 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; 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.

2.2.1.3 The Owner shall furnish services of geotechnical engineers which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate recommendations.

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ARTICLE 2.3 EVALUATION AND PLANNING SERVICES

2.3.1 The Architect shall provide a preliminary evaluation of the information furnished by the Owner under this Agreement, including the Owner's program and schedule requirements and budget for the Cost of the Work, each in terms of the other. The Architect shall review such information to ascertain that it is consistent with the requirements of the Project and shall notify the Owner of any other information or consultant services that may be reasonably needed for the Project.

2.3.2 The Architect shall provide a preliminary evaluation of the Owner's site for the Project based on the information provided by the Owner of site conditions, and the Owner's program, schedule and budget for the Cost of the Work.

2.3.3 The Architect shall review the Owner's proposed method of contracting for construction services and shall notify the Owner of anticipated impacts that such method may have on the Owner's program, financial and time requirements, and the scope of the Project.

ARTICLE 2.4 DESIGN SERVICES

2.4.1 The Architect's design services shall include normal structural, mechanical and electrical engineering services.

2.4.2 SCHEMATIC DESIGN DOCUMENTS

2.4.2.1 The Architect shall provide Schematic Design Documents based on the mutually agreed-upon program, schedule, and budget for the Cost of the Work. The documents shall establish the conceptual design of the Project illustrating the scale and relationship of the Project components. The Schematic Design Documents shall include a conceptual site plan, if appropriate, and preliminary building plans, sections and elevations. At the Architect's option, the Schematic Design Documents may include study models, perspective sketches, electronic modeling or combinations of these media. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

2.4.3 DESIGN DEVELOPMENT DOCUMENTS

2.4.3.1 The Architect shall provide Design Development Documents based on the approved Schematic Design Documents and updated budget for the Cost of the Work. The Design Development Documents shall illustrate and describe the refinement of the design of the Project, establishing the scope, relationships, forms, size and appearance of the Project by means of plans, sections and elevations, typical construction details, and equipment layouts. The Design Development Documents shall include specifications that identify major materials and systems and establish in general their quality levels.

2.4.4 CONSTRUCTION DOCUMENTS

2.4.4.1 The Architect shall provide Construction Documents based on the approved Design Development Documents and updated budget for the Cost of the Work. The Construction Documents shall set forth in detail the requirements for construction of the Project. The Construction Documents shall include Drawings and Specifications that establish in detail the quality levels of materials and systems required for the Project.

2.4.4.2 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of: (1) bidding and procurement information which describes the time, place and conditions of bidding; bidding or proposal forms; and the form of agreement between the Owner and the Contractor; and (2) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect also shall compile the Project Manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

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ARTICLE 2.5 CONSTRUCTION PROCUREMENT SERVICES

2.5.1 The Architect shall assist the Owner in obtaining either competitive bids or negotiated proposals and shall assist the Owner in awarding and preparing contracts for construction.

2.5.2 The Architect shall assist the Owner in establishing a list of prospective bidders or contractors.

2.5.3 The Architect shall assist the Owner in bid validation or proposal evaluation and determination of the successful bid or proposal, if any. If requested by the Owner, the Architect shall notify all prospective bidders or contractors of the bid or proposal results.

2.5.4 COMPETITIVE BIDDING

2.5.4.1 Bidding Documents shall consist of bidding requirements, proposed contract forms, General Conditions and Supplementary Conditions, Specifications and Drawings.

2.5.4.2 If requested by the Owner, the Architect shall arrange for procuring the reproduction of Bidding Documents for distribution to prospective bidders. The Owner shall pay directly for the cost of reproduction or shall reimburse the Architect for such expenses.

2.5.4.3 If requested by the Owner, the Architect shall distribute the Bidding Documents to prospective bidders and request their return upon completion of the bidding process. The Architect shall maintain a log of distribution and retrieval, and the amounts of deposits, if any, received from and returned to prospective bidders.

2.5.4.4 The Architect shall consider requests for substitutions, if permitted by the Bidding Documents, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

2.5.4.5 The Architect shall participate in or, at the Owner's direction, shall organize and conduct a pre-bid conference for prospective bidders.

2.5.4.6 The Architect shall prepare responses to questions from prospective bidders and provide clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda.

2.5.4.7 The Architect shall participate in or, at the Owner's direction, shall organize and conduct the opening of the bids. The Architect shall subsequently document and distribute the bidding results, as directed by the Owner.

2.5.5 NEGOTIATED PROPOSALS

2.5.5.1 Proposal Documents shall consist of proposal requirements, proposed contract forms, General Conditions and Supplementary Conditions, Specifications and Drawings.

2.5.5.2 If requested by the Owner, the Architect shall arrange for procuring the reproduction of Proposal Documents for distribution to prospective contractors. The Owner shall pay directly for the cost of reproduction or shall reimburse the Architect for such expenses.

2.5.5.3 If requested by the Owner, the Architect shall organize and participate in selection interviews with prospective contractors.

2.5.5.4 The Architect shall consider requests for substitutions, if permitted by the Proposal Documents, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

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2.5.5.5 If requested by the Owner, the Architect shall assist the Owner during negotiations with prospective contractors. The Architect shall subsequently prepare a summary report of the negotiation results, as directed by the Owner.

ARTICLE 2.6 CONTRACT ADMINISTRATION SERVICES

2.6.1 GENERAL ADMINISTRATION

2.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. Modifications made to the General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement or approved in writing by the Architect.

2.6.1.2 The Architect's responsibility to provide the Contract Administration Services under this Agreement commences with the award of the initial Contract for Construction and terminates at the issuance to the Owner of the final Certificate for Payment. However, the Architect shall be entitled to a Change in Services in accordance with Paragraph 2.8.2 when Contract Administration Services extend 60 days after the date of Substantial Completion of the Work.

2.6.1.3 The Architect shall be a representative of and shall advise and consult with the Owner during the provision of the Contract Administration Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written amendment.

2.6.1.4 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 with consent of the Contractor, which consent will not be unreasonably withheld.

2.6.1.5 The Architect shall review properly prepared, timely requests by the Contractor for additional information about the Contract Documents. A properly prepared request for additional information about the Contract Documents shall be in a form prepared or approved by the Architect and shall include a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested.

2.6.1.6 If deemed appropriate by the Architect, the Architect shall on the Owner's behalf prepare, reproduce and distribute supplemental Drawings and Specifications in response to requests for information by the Contractor.

2.6.1.7 The Architect shall interpret and decide matters concerning performance of the Owner and Contractor 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.

2.6.1.8 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 initial decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for the results of interpretations or decisions so rendered in good faith.

2.6.1.9 The Architect shall render initial decisions on claims, disputes or other matters in question between the Owner and Contractor as provided in the Contract Documents. However, the Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

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2.6.2 EVALUATIONS OF THE WORK

2.6.2.1 The Architect, as a representative of the Owner, shall visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by the Owner and the Architect in Article 2.8, (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

2.6.2.2 The Architect shall report to the Owner known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, the Architect shall not 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, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

2.6.2.3 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

2.6.2.4 Except as otherwise provided in this Agreement or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

2.6.2.5 The Architect shall have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have 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.

2.6.3 CERTIFICATION OF PAYMENTS TO CONTRACTOR

2.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue Certificates for Payment 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 Paragraph 2.6.2 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The 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.

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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.

2.6.3.3 The Architect shall maintain a record of the Contractor's Applications for Payment.

2.6.4 SUBMITTALS

2.6.4.1 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 action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, 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.

2.6.4.2 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.

2.6.4.3 If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Architect shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

2.6.5 CHANGES IN THE WORK

2.6.5.1 The Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. The Architect may authorize minor changes in the Work not involving an adjustment in Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified, as provided in Paragraph 2.8.2.

2.6.5.2 The Architect shall review properly prepared, timely 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

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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 or recommend to the Owner that the requested change be denied.

2.6.5.3 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.

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

2.6.6 PROJECT COMPLETION

2.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, shall 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 shall 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 inspection shall be conducted with the Owner's Designated Representative 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.

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 any amounts needed to pay for final completion or correction of the Work.

2.6.6.4 The Architect shall receive from the Contractor and forward to the Owner: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment and (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens.

ARTICLE 2.7 FACILITY OPERATION SERVICES

2.7.1 The Architect shall meet with the Owner or the Owner's Designated Representative promptly after Substantial Completion to review the need for facility operation services.

2.7.2 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall conduct a meeting with the Owner and the Owner's Designated Representative to review the facility operations and performance and to make appropriate recommendations to the Owner.

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ARTICLE 2.8 SCHEDULE OF SERVICES

2.8.1 Design and Contract Administration Services beyond the following limits shall be provided by the Architect as a Change in Services in accordance with Paragraph 1.3.3:

.1 up to ( ) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor.

.2 up to ( ) visits to the site by the Architect over the duration of the Project during construction.

.3 up to ( ) 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 up to ( ) inspections for any portion of the Work to determine final completion.

2.8.2 The following Design and Contract Administration Services shall be provided by the Architect as a Change in Services in accordance with Paragraph 1.3.3:

.1 review of a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;

.2 responses to the Contractor's requests for information 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 Change Orders and Construction Change Directives requiring evaluation of proposals, including the preparation or revision of Instruments of Service;

.4 providing consultation concerning replacement of Work resulting from fire or other cause during construction;

.5 evaluation of an extensive number of claims submitted by the Owner's consultants, the Contractor or others in connection with the Work;

.6 evaluation of substitutions proposed by the Owner's consultants or contractors and making subsequent revisions to Instruments of Service resulting therefrom;

.7 preparation of design and documentation for alternate bid or proposal requests proposed by the Owner; or

.8 Contract Administration Services provided 60 days after the date of Substantial Completion of the Work.

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2.8.3 The Architect shall furnish or provide the following services only if specifically designated:

Services	Responsibility *(Architect, Owner or Not Provided)*	Location of Service Description
.1 Programming		
.2 Land Survey Services		
.3 Geotechnical Services		
.4 Space Schematics/Flow Diagrams		
.5 Existing Facilities Surveys		
.6 Economic Feasibility Studies		
.7 Site Analysis and Selection		
.8 Environmental Studies and Reports		
.9 Owner-Supplied Data Coordination		
.10 Schedule Development and Monitoring		
.11 Civil Design		
.12 Landscape Design		
.13 Interior Design		
.14 Special Bidding or Negotiation		
.15 Value Analysis		
.16 Detailed Cost Estimating		
.17 On-Site Project Representation		
.18 Construction Management		
.19 Start-Up Assistance		
.20 Record Drawings		
.21 Post-Contract Evaluation		
.22 Tenant-Related Services		
.23		
.24		
.25		

Description of Services.
(Insert descriptions of the services designated.)

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ARTICLE 2.9 MODIFICATIONS

2.9.1 Modifications to this Standard Form of Architect's Services: Design and Contract Administration, if any, are as follows:

By its execution, this Standard Form of Architect's Services: Design and Contract Administration and modifications hereto are incorporated into the Standard Form of Agreement Between the Owner and Architect, AIA Document B141-1997, that was entered into by the parties as of the date:

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
(Printed name and title)	*(Printed name and title)*

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INSTRUCTION SHEET

FOR AIA DOCUMENT B141/CMa, STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ARCHITECT—1992 CONSTRUCTION MANAGER-ADVISER EDITION

A. GENERAL INFORMATION

1. Purpose

AIA Document B141/CMa is a standard form of agreement between Owner and Architect intended for use on projects where an Owner employs a Construction Manager as an adviser who works cooperatively with the Architect through the customary five phases of the Project: Schematic Design, Design Development, Construction Documents, Bidding or Negotiation, and Construction.

2. Related Documents

B141/CMa is intended to be used in conjunction with A201/CMa, General Conditions of the Contract for Construction, Construction Manager-Adviser Edition. A201/CMa is incorporated by reference into B141/CMa. B141/CMa can be used with Architect-Consultant agreements such as AIA Documents C141, C142, C161 or C727.

Other AIA Construction Manager-Adviser Documents available for use in connection with customary services or in special circumstances include:

A101/CMa	Owner-Contractor Agreement, Construction Manager-Adviser Ed.
A201/CMa	General Conditions of the Contract for Construction, Construction Manager-Adviser Ed.
A511/CMa	Guide for Supplementary Conditions, Construction Manager-Adviser Ed.
B801/CMa	Owner-Construction Manager Agreement

B141/CMa should NOT be used with any documents where the Construction Manager takes on the role of constructor and may give the Owner a Guaranteed Maximum Price (GMP) or may contract directly with Subcontractors. Examples of such inappropriate documents are AIA Document A121/CMc, Owner-Construction Manager Agreement Where Construction Manager is Also the Constructor, and future AIA documents with a number containing the suffix "CMc" (i.e., Construction Manager-Constructor).

In addition, if the Architect wishes to perform construction management services in combination with design and administrative services (such as is provided for in AIA Document B141), incorporation of a special amendment to or modification of AIA Document B141 is more appropriate than using B141/CMa.

3. Arbitration

This document incorporates ARBITRATION by adoption of AIA Document A201/CMa, which provides for dispute resolution to be conducted according to the Construction Industry Arbitration Rules of the American Arbitration Association. Arbitration is BINDING AND MANDATORY in most states and under the federal Arbitration Act. In a minority of states, arbitration provisions relating to future disputes are not enforceable, but arbitration is enforceable if agreed to after the dispute arises. A few states require that the contracting parties be especially notified when the written contract contains an arbitration provision by: a warning on the face of the document, specific placement of the arbitration provision within the document or specific discussions among the parties prior to signing the document.

Arbitration provisions have been included in most AIA contract forms since 1888 in order to encourage alternative dispute resolution procedures and to provide users of AIA documents with legally enforceable arbitration provisions when the parties choose to adopt arbitration into their contract. Individuals may, however, choose to delete the arbitration provisions based upon their business decisions with the advice of counsel. To obtain a copy of the Construction Industry Arbitration Rules, write the American Arbitration Association, 140 West 51st Street, New York, NY 10020-1203.

4. Use of Non-AIA Forms

If a combination of AIA documents and non-AIA documents is to be used, particular care must be taken to achieve consistency of language and intent. Certain owners require the use of owner-architect agreements and other contract forms that they prepare. Such forms should be carefully compared with the standard AIA forms for which they are being substituted before execution of an agreement. If there are any significant omissions, additions or variances from the terms of the related standard AIA forms, both legal and insurance counsel should be consulted. Of particular concern is the need for consistency between the Owner-Architect Agreement and the anticipated General Conditions of the Contract for Construction in the delineation of the Architect's Construction Phase services and responsibilities.

5. Letter Forms of Agreement

Letter forms of agreement are generally discouraged by the AIA, as is the performance of a part or the whole of professional services based on oral agreements or understandings. The standard AIA agreement forms have been developed through more than seventy-five years of experience and have been tested repeatedly in the courts. In addition, the standard forms have been carefully coordinated with other AIA documents.

6. Use of Current Documents

Prior to using any AIA document, the user should consult the AIA, an AIA component chapter or a current AIA Documents List to determine the current edition of each document.

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B. CHANGES FROM THE PREVIOUS EDITION

1. Format Changes

B141/CMa is a new numeric designation for this document, with the last character in the suffix signifying conditions wherein the Construction Manager is serving as *adviser* to the Owner during *both* design and construction. Former Article 1, Architect's Services and Responsibilities, has been subdivided into three new articles. All provisions dealing with payments to the Architect, including Direct Personnel Expense, Reimbursable Expenses and Architect's Accounting Records, have been consolidated and moved to the end of the document.

2. Changes in Content

The 1992 edition of B141/CMa revises the 1980 edition to reflect changes made in the most recent edition of AIA Document A201/CMa, General Conditions of the Contract for Construction. The following changes in content have been made on the recommendation of owners, AIA members, committees and the AIA Board of Directors.

Article 2: Scope of Architect's Basic Services

Subparagraph 2.6.5
New language has been added to indicate that the Architect's on-site visits are for the purpose of determining that the Work, when completed, will be in accordance with the Contract Documents. A note has been added to alert users of the form that more extensive site representation is available under Additional Services.

Subparagraph 2.6.6
It is noted that the Contractor, not the Architect, is responsible for construction means, methods and schedules.

Subparagraph 2.6.8
New language has been added to indicate that communications with the Architect's consultants are to be directed through the Architect.

Clause 2.6.9.2
The Architect's Certificate for Payment is further qualified as not indicating a review of construction means or methods or review of Subcontractors' requisitions.

Subparagraph 2.6.10
It is specifically noted that the Architect's authority to reject Work is not intended to be exercised for the benefit of the Contractor, Subcontractors, suppliers, or their agents or employees.

Subparagraph 2.6.11
The Architect's review of submittals is further qualified to limit such review to the information and design concepts expressed in the Contract Documents. When professional certificates of performance are required from the Contractor, the Architect shall be entitled to rely upon them.

Subparagraph 2.6.12
Review of Change Orders and Construction Change Directives by the Architect is a Basic Service, but preparation of supporting documentation and data is now an Additional Service.

Article 3: Additional Services
Three new categories of Additional Services have been consolidated under this new article. The Contingent Additional Services are commenced upon notification of the Owner by the Architect of the need for such services. The other two categories, Project Representation Beyond Basic Services and Optional Additional Services, require the Owner's written approval before or after their commencement to authorize payment for those Additional Services.

Article 4: Owner's Responsibilities

Paragraph 4.3
New language has been added requiring the Owner to furnish evidence that financial arrangements have been made to pay the Architect.

Paragraph 4.7
The Owner is now required to furnish tests for hazardous materials at the Owner's expense.

Paragraph 4.12
If the Owner requires the Architect to provide certificates or certifications, the Owner must allow the Architect 14 days for review.

Article 5: Construction Cost
New language abbreviating the Architect's Responsibility for Construction Cost has been added because under the construction management arrangement, the primary responsibility for preparing estimates of Construction Cost is borne by the Construction Manager.

Article 6: Use of Architect's Drawings, Specifications and Other Documents
It is noted that documents prepared by the Architect in addition to the Drawings and Specifications are also the property of the Architect, who retains all common law, statutory and other reserved rights.

Article 8: Termination, Suspension or Abandonment
New provisions allow the Architect to terminate the Agreement if the Owner abandons the Project for more than 90 days or fails to make payments to the Architect. Termination Expenses are now determined by using only a percentage of the compensation earned to the date of termination.

Article 9: Miscellaneous Provisions
Provisions have been added noting that the Architect has no responsibility for the discovery, removal or disposal of toxic or hazardous substances encountered on the site. Another provision allows the Architect to use representations of the Project in promotional and professional materials.

Article 10: Payments to the Architect
Computer-aided drafting has been added to the list of Reimbursable Expenses.

Article 11: Basis of Compensation
A new provision has been added to indicate when payments are due and payable.

Signature Page: It is noted above the signature lines that this agreement is executed on at least four original copies. See the instructions pertaining to Limited License for Reproduction.

C. COMPLETING THE B141/CMa FORM

1. Modifications

Users are encouraged to consult an attorney before completing an AIA document. Particularly with respect to professional licensing laws, duties imposed by building codes, interest charges, arbitration and indemnification, this document may require modification with the assistance of legal counsel to fully comply with state or local laws regulating these matters.

Generally, necessary modifications may be accomplished by writing or typing the appropriate terms in the blank spaces provided on the form, or by supplementary conditions, special conditions or amendments included in the Project manual and referenced in this document. The form may also be modified by striking out language directly on the original printed form. Care must be taken in making these kinds of deletions, however. Under NO circumstances should printed language be struck out in such a way as to render it illegible (as, for example, with blocking tape, correction fluid or X's that completely obscure the text). This may raise suspicions of fraudulent concealment or suggest that the completed and signed document has been tampered with. Handwritten changes should be initialed by both parties to the contract.

It is definitely not recommended practice to retype the standard document. Besides being outside the limited license for reproduction granted under these Instructions, retyping can introduce typographical errors and cloud the legal interpretation given to a standard clause when blended with modifications.

Retyping eliminates one of the principal advantages of the standard form documents. By merely reviewing the modifications to be made to a standard form document, parties familiar with that document can quickly understand the essence of the proposed relationship. Commercial exchanges are greatly simplified and expedited, good-faith dealing is encouraged, and otherwise latent clauses are exposed for scrutiny. In this way, contracting parties can more confidently and fairly measure their risks.

2. Cover Page

Date: The date represents the date the Agreement becomes effective. It may be the date that an oral agreement was reached, the date the Agreement was originally submitted to the Owner, the date authorizing action was taken or the date of actual execution. Professional services should not be performed prior to the effective date of the Agreement.

Identification of Parties: Parties to this Agreement should be identified using the full address and legal name under which the Agreement is to be executed, including a designation of the legal status of both parties (sole proprietorship, partnership, joint venture, unincorporated association, limited partnership or corporation [general, close or professional], etc.). Where appropriate, a copy of the resolution authorizing the individual to act on behalf of the firm or entity should be attached.

Construction Manager: Although not a party to this Agreement, the Construction Manager's name and address, including full legal or corporate titles, should be inserted.

Project Description: The proposed Project should be described in sufficient detail to identify (1) the official name or title of the facility, (2) the location of the site, if known, (3) the proposed building type and usage, and (4) the size, capacity or scope of the Project, if known.

3. Article 11: Basis of Compensation

Paragraph 11.1
Insert the dollar amount of the initial payment.

Subparagraph 11.2.1
Sample language is provided below for describing four methods of computing compensation.

Compensation—Multiple of Direct Personnel Expense: "Compensation for services rendered by Principals, employees and professional consultants shall be based on a Multiple of Direct Personnel Expense in the same manner as described in Subparagraph 11.3.2."

Compensation—Professional Fee Plus Expenses: "Compensation shall be a Fixed Fee of Dollars ($) plus compensation for services rendered by Principals, employees and professional consultants, in the same manner as described in Subparagraph 11.3.2."

Compensation—Stipulated Sum: "Compensation shall be a stipulated sum of Dollars ($)."

Compensation—Percentage of Construction Cost: "Compensation shall be based on one of the following Percentages of Construction Cost, as defined in Article 5:

For portions of the Project to be awarded under:

A single stipulated-sum construction contract:	percent (%)
Separate stipulated-sum construction contracts:	percent (%)
A single cost-plus construction contract:	percent (%)
Separate cost-plus construction contracts:	percent (%)"

Subparagraph 11.2.2
Only for compensation based on stipulated sum or percentage of Construction Cost, insert the percentages of total payment payable for each separate phase of services. These percentages may vary with each project and do not necessarily have a direct relationship to the time and efforts of the Architect.

Because phases may overlap in time, these percentages have been expressed separately for each phase, rather than cumulatively. This facilitates billing when services are being provided in more than one phase at a time.

Subparagraph 11.3.1
Insert the basis of compensation for Project Representation Beyond Basic Services.

Subparagraph 11.3.2
If billing rates are used and if Principals and employees are defined according to the following classification, insert:

(a) Principals' time at the fixed rate of Dollars ($) per hour.
For the purposes of this Agreement, the Principals are: (list Principals)

(b) Supervisory time at the fixed rate of Dollars ($) per hour.
For the purposes of this Agreement, supervisory personnel include: (Describe supervisory personnel by job title, such as Project Architect.)

(c) Technical Level I time at the fixed rate of Dollars ($) per hour.
For the purposes of this Agreement, Technical Level I personnel include: (Describe by job title, such as Senior Designer, Specifier, etc.)

(d) Technical Level II time at the fixed rate of Dollars ($) per hour.
For the purposes of this Agreement, Technical Level II personnel include: (Describe by job title, such a Junior Designer, Senior Draftsman, etc.)

(e) Technical Level III and clerical time at the fixed rate of Dollars ($) per hour.
For the purposes of this Agreement, Technical Level III and clerical personnel include: (Describe by job title, such as Junior Draftsman, Secretary, etc.)

If a multiple of Direct Personnel Expense is used, insert: "Principals' and employees' time at a multiple of ( ) times their Direct Personnel Expense defined as follows: (Insert the appropriate job classifications as shown above for billing rate in Subparagraph 11.3.2.)

If a multiple of direct salaries is used, the term "Direct Salaries" should be substituted for Direct Personnel Expense above.

Subparagraph 11.3.3
Insert the multiple to be used to determine the cost to the Architect of Additional Services of consultants as defined in Article 3 or Article 12.

Subparagraph 11.4.1
Insert the multiple to be used to determine the amount due the Architect, Architect's employees or consultants for Reimbursable Expenses as described in Paragraph 10.2 or Article 12.

Subparagraph 11.5.1
Insert the number of months beyond which the Architect shall be compensated for Basic Services on the same compensation basis as that used for Additional Services.

Subparagraph 11.5.2
Insert the percentage rate and basis (monthly, annual) of interest charges.

Article 12—Other Conditions or Services
Insert provisions, if any, on additional phases of services, Additional Services, special compensation arrangements, other consultants, the choice of project delivery method or any other conditions.

D. EXECUTION OF THE AGREEMENT

Persons executing the Agreement should indicate the capacity in which they are acting (i.e., president, secretary, partner, etc.) and the authority under which they are executing the Agreement. Where appropriate, a copy of the resolution authorizing the individual to act on behalf of the firm or entity should be attached.

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AIA Document B141/CMa

Standard Form of Agreement Between Owner and Architect

Where the Construction Manager is NOT a Constructor

1992 CONSTRUCTION MANAGER-ADVISER EDITION

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.

This document is intended to be used in conjunction with the 1992 editions of AIA Documents B801/CMa, A101/CMa and A201/CMa.

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AGREEMENT

made as of the day of in the year of

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

BETWEEN the Owner:
(Name and address)

and the Architect:
(Name and address)

for the following Project:
(Include detailed description of Project, location, address and scope.)

The Construction Manager is:
(Name and address)

The Owner and Architect agree as set forth below.

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ARTICLE 1

ARCHITECT'S RESPONSIBILITIES

1.1 ARCHITECT'S SERVICES

1.1.1 The Architect's services consist of those services performed by the Architect, Architect's employees and Architect's consultants as enumerated in Articles 2 and 3 of this Agreement and any other services included in Article 12.

1.1.2 The Architect's services shall be provided in conjunction with the services of a Construction Manager as described in the edition of AIA Document B801/CMa, Standard Form of Agreement Between Owner and Construction Manager, current as of the date of this Agreement.

1.1.3 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. The Architect shall submit for the Owner's approval and the Construction Manager's information a schedule for the performance of the Architect's services which may be adjusted as the Project proceeds, and shall include allowances for periods of time required for the Owner's and Construction Manager's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

1.1.4 The services covered by this Agreement are subject to the time limitations contained in Subparagraph 11.5.1.

ARTICLE 2

SCOPE OF ARCHITECT'S BASIC SERVICES

2.1 DEFINITION

2.1.1 The Architect's Basic Services consist of those described in Paragraphs 2.2 through 2.6 and any other services identified in Article 12 as part of Basic Services, and include normal structural, mechanical and electrical engineering services.

2.2 SCHEMATIC DESIGN PHASE

2.2.1 The Architect shall review the program, schedule and construction budget furnished by the Owner to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner.

2.2.2 The Architect shall review with the Owner and Construction Manager proposed site use and improvements; selection of materials, building systems and equipment; and methods of Project delivery.

2.2.3 The Architect shall review with the Owner and Construction Manager alternative approaches to design and construction of the Project.

2.2.4 Based on the mutually agreed-upon program, schedule and construction budget requirements, the Architect shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.

2.2.5 At intervals appropriate to the progress of the Schematic Design Phase and mutually agreeable to the Owner, Construction Manager and Architect, the Architect shall provide schematic design studies for the Owner's review and the Construction Manager's information.

2.2.6 In the further development of the drawings and specifications during this and subsequent phases of design, the Architect shall be entitled to assume the accuracy of the estimates of Construction Cost which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

2.2.7 Upon completion of the Schematic Design Phase, the Architect shall provide drawings, outline specifications and other documents for the Owner's approval and the Construction Manager's information.

2.3 DESIGN DEVELOPMENT PHASE

2.3.1 Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program, schedule or construction budget, 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 data and estimates prepared by the Construction Manager and shall consist of drawings and other documents that establish and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

2.3.2 At intervals mutually agreeable to the Owner, Construction Manager and Architect, the Architect shall provide drawings and other documents which depict the current status of design development for the Owner's review and the Construction Manager's information.

2.3.3 Upon completion of the Design Development Phase, the Architect shall provide drawings, outline specifications and other documents for the Owner's approval and the Construction Manager's information.

2.4 CONSTRUCTION DOCUMENTS PHASE

2.4.1 Based on the approved Design Development Documents and any further adjustments authorized by the Owner in the scope or quality of the Project or in the construction budget, the Architect, utilizing data and estimates prepared by the Construction Manager, shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.

2.4.2 At intervals mutually agreeable to the Owner, Construction Manager and Architect, the Architect shall provide Drawings and Specifications for the Owner's and the Construction Manager's review.

2.4.3 Upon completion of the Construction Documents Phase, the Architect shall provide Construction Documents for the Owner's approval and the Construction Manager's information.

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2.4.4 The Architect shall assist the Owner and Construction Manager in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contracts, and the forms of Agreement between the Owner and the Contractors. The Architect shall assist the Construction Manager in issuing bidding documents to bidders and conducting prebid conferences with prospective bidders. The Architect, with the assistance of the Construction Manager, shall respond to questions from bidders, and shall issue addenda.

2.4.5 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.

2.5 BIDDING OR NEGOTIATION PHASE

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

2.6 CONSTRUCTION PHASE—ADMINISTRATION OF THE CONSTRUCTION CONTRACT

2.6.1 The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the Contract for construction and terminates at the earlier of the issuance to the Owner of the final Project Certificate for Payment or 60 days after the date of Substantial Completion of the Work.

2.6.2 The Architect shall provide administration of the Contract for construction in cooperation with the Construction Manager as set forth below and in the edition of AIA Document A201/CMa, General Conditions of the Contract for Construction, Construction Manager-Adviser Edition, current as of the date of this Agreement.

2.6.3 Duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement of the Owner and Architect with consent of the Contractors and the Construction Manager, which consent shall not be unreasonably withheld.

2.6.4 The Architect shall be a representative of and shall advise and consult with the Owner (1) during construction until final payment to the Contractors is due, and (2) as an Additional Service at the Owner's direction from time to time during the correction period described in the Contracts for Construction. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written instrument.

2.6.5 The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the Owner and Architect in writing to become generally familiar with the progress and quality of the Work completed and to determine in general if the Work is being performed in a manner indicating that the Work when completed will be in accordance with the Contract Documents. 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 on-site observations as an architect, the Architect shall keep the Owner informed of the progress and quality of the Work, and shall endeavor to guard the Owner against defects and deficiencies in the Work. *(More extensive site representation may be agreed to as an Additional Service, as described in Paragraph 3.2.)*

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

2.6.7 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

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

2.6.9 Based on the Architect's observations and evaluations of each Contractor's Application for Payment, the Architect shall review and certify the amounts due the respective Contractors.

2.6.9.1 The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's observations at the site as provided in Subparagraph 2.6.5, on the recommendations of the Construction Manager and on the data comprising the Contractors' Applications for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified.

2.6.9.2 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.

2.6.10 The Architect shall have authority, after notification to the Construction Manager, to reject Work which does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable for implementation of the intent of the Contract Documents, the Architect will have authority, upon written authorization from the Owner, to require additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility

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of the Architect to the Construction Manager, Contractors, Subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the Work.

2.6.11 The Architect shall review and approve or take other appropriate action upon Contractors' 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 action shall be taken with such reasonable promptness as to cause no delay in the Contractors' Work or in construction by the Owner's own forces, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractors, all of which remain the responsibility of the Contractors to the extent required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

2.6.12 The Architect shall review and sign or take other appropriate action on Change Orders and Construction Change Directives prepared by the Construction Manager for the Owner's approval and execution in accordance with the Contract Documents.

2.6.13 The Architect may authorize minor changes in Work not involving an adjustment in a Contract Sum or an extension of a Contract Time which are not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order issued through the Construction Manager.

2.6.14 The Architect, assisted by the Construction Manager, shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion. The Architect shall forward to the Owner warranties and similar submittals required by the Contract Documents which have been received from the Construction Manager. The Architect shall issue a final Project Certificate for Payment upon compliance with the requirements of the Contract Documents.

2.6.15 The Architect shall interpret and decide matters concerning performance of the Owner and Contractor under the requirements of the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made with reasonable promptness and within any time limits agreed upon.

2.6.16 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 initial decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractors, shall not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith.

2.6.17 The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

2.6.18 The Architect shall render written decisions within a reasonable time on all claims, disputes or other matters in question between the Owner and Contractors relating to the execution or progress of the Work as provided in the Contract Documents.

2.6.19 The Architect's decisions on claims, disputes or other matters, including those in question between the Owner and Contractors, except for those relating to aesthetic effect as provided in Subparagraph 2.6.17, shall be subject to arbitration as provided in this Agreement and in the Contract Documents.

ARTICLE 3

ADDITIONAL SERVICES

3.1 GENERAL

3.1.1 The services described in this Article 3 are not included in Basic Services unless so identified in Article 12, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services. The services described under Paragraphs 3.2 and 3.4 shall only be provided if authorized or confirmed in writing by the Owner. If services described under Contingent Additional Services in Paragraph 3.3 are required due to circumstances beyond the Architect's control, the Architect shall notify the Owner prior to commencing such services. If the Owner deems that such services described under Paragraph 3.3 are not required, the Owner shall give prompt written notice to the Architect. If the Owner indicates in writing that all or part of such Contingent Additional Services are not required, the Architect shall have no obligation to provide those services.

3.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES

3.2.1 If more extensive representation at the site than is described in Subparagraph 2.6.5 is required, the Architect shall provide one or more Project Representatives to assist in carrying out such additional on-site responsibilities.

3.2.2 Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefor as agreed by the Owner and Architect. The duties, responsibilities and limitations of authority of Project Representatives shall be as described in the edition of AIA Document B352 current as of the date of this Agreement, unless otherwise agreed.

3.2.3 Through the observations by such Project Representatives, the Architect shall endeavor to provide further protection for the Owner against defects and deficiencies in the Work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Architect as described elsewhere in this Agreement.

3.3 CONTINGENT ADDITIONAL SERVICES

3.3.1 Making revisions in Drawings, Specifications or other documents when such revisions are:

.1 inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program or Project budget;

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.2 requested by the Owner because the Construction Manager's estimate of Construction Cost exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes or equipment;

.3 required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; or

.4 due to changes required as a result of the Owner's failure to render decisions in a timely manner.

3.3.2 Providing services required because of significant changes in the Project including, but not limited to, changes in size, quality, complexity, the Owner's or Construction Manager's schedule, or the method of bidding or negotiating and contracting for construction, except for services required under Subparagraph 5.2.3.

3.3.3 Preparing Drawings, Specifications and other documentation and supporting data, evaluating Contractor's proposals, and providing other services in connection with Change Orders and Construction Change Directives.

3.3.4 Providing services in connection with evaluating substitutions proposed by Contractors and making subsequent revisions to Drawings, Specifications and other documentation resulting therefrom.

3.3.5 Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

3.3.6 Providing services made necessary by the termination or default of the Construction Manager or a Contractor, by major defects or deficiencies in the Work of a Contractor, or by failure of performance of either the Owner or a Contractor under a Contract for Construction.

3.3.7 Providing services in evaluating an extensive number of claims submitted by a Contractor or others in connection with the Work.

3.3.8 Providing services in connection with a public hearing, arbitration proceeding or legal proceeding except where the Architect is party thereto.

3.3.9 Preparing documents for alternate, separate or sequential bids or providing services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase.

3.4 OPTIONAL ADDITIONAL SERVICES

3.4.1 Providing analyses of the Owner's needs and programming the requirements of the Project.

3.4.2 Providing financial feasibility or other special studies.

3.4.3 Providing planning surveys, site evaluations or comparative studies of prospective sites.

3.4.4 Providing special surveys, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.

3.4.5 Providing services relative to future facilities, systems and equipment.

3.4.6 Providing services to investigate existing conditions or facilities or to make measured drawings thereof.

3.4.7 Providing services to verify the accuracy of drawings or other information furnished by the Owner.

3.4.8 Providing coordination of construction performed by the Owner's own forces and coordination of services required in connection with construction performed and equipment supplied by the Owner.

3.4.9 Providing services in connection with the work of separate consultants retained by the Owner.

3.4.10 Providing estimates of Construction Cost.

3.4.11 Providing detailed quantity surveys or inventories of material and equipment.

3.4.12 Providing analyses of owning and operating costs.

3.4.13 Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.

3.4.14 Providing services for planning tenant or rental spaces.

3.4.15 Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.

3.4.16 Preparing a set of reproducible record drawings showing significant changes in the Work made during construction based on marked-up prints, drawings and other data furnished by Contractors.

3.4.17 Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.

3.4.18 Providing services after issuance to the Owner of the final Project Certificate for Payment, or in the absence of a final Project Certificate for Payment, more than 60 days after the date of Substantial Completion of the Work.

3.4.19 Providing services of consultants for other than architectural, structural, mechanical and electrical engineering portions of the Project provided as a part of Basic Services.

3.4.20 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

ARTICLE 4

OWNER'S RESPONSIBILITIES

4.1 The Owner shall provide full information regarding requirements for the Project, including a program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems, and site requirements.

4.2 The Owner shall establish and update an overall budget for the Project based on consultation with the Construction Manager and the Architect, which shall include the Construction Cost, the Owner's other costs and reasonable contingencies related to all of these costs.

4.3 If requested by the Architect, the Owner shall furnish evidence that financial arrangements have been made to fulfill the Owner's obligations under this Agreement.

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

4.5 The Owner shall retain a construction manager to administer the Project. The Construction Manager's services, duties and responsibilities will be as described in the edition of AIA Document B801/CMa, Standard Form of Agreement Between Owner and Construction Manager, current as of the date of this Agreement. The Terms and Conditions of the Agreement between Owner and Construction Manager shall be furnished to the Architect and shall not be modified without written consent of the Architect, which consent shall not be unreasonably withheld. The Architect shall not be responsible for actions taken by the Construction Manager.

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

4.7 The Owner shall furnish the services of geotechnical engineers when such services are requested by the Architect. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, and ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations.

4.7.1 The Owner shall furnish the services of other consultants when such services are reasonably required by the scope of the Project and are requested by the Architect.

4.8 The Owner shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.

4.9 The Owner shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services the Owner may require to verify the Contractor's Application for Payment or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of the Owner.

4.10 The services, information, surveys and reports required by Paragraphs 4.6 through 4.9 shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

4.11 Prompt written notice shall be given by the Owner to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents.

4.12 The proposed language of certificates or certifications requested of the Architect or Architect's consultants shall be submitted to the Architect for review and approval at least 14 days prior to execution. The Owner shall not request certifications that would require knowledge or services beyond the scope of this Agreement.

4.13 The Owner shall furnish the required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the Architect's services and Work of the Contractors.

4.14 The Owner shall furnish the Architect copies of written communications with the Construction Manager and Contractors.

ARTICLE 5

CONSTRUCTION COST

5.1 DEFINITION

5.1.1 The Construction Cost shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

5.1.2 The Construction Cost 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, plus a reasonable allowance for the Contractors' overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work during construction. Construction Cost shall also include the compensation of the Construction Manager and Construction Manager's consultants.

5.1.3 Construction Cost does not include the compensation of the Architect and Architect's consultants, the costs of the land, rights-of-way, financing or other costs which are the responsibility of the Owner as provided in Paragraphs 4.1 through 4.4 and 4.6 through 4.14.

5.2 RESPONSIBILITY FOR CONSTRUCTION COST

5.2.1 The Architect's review of the Owner's Project budget and of preliminary estimates of Construction Cost or detailed estimates of Construction Cost prepared by the Construction Manager is solely for the Architect's guidance in the Architect's preparation of the Construction Documents. Accordingly, the Architect cannot and does not warrant the accuracy of the estimates of the Construction Manager, or warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation reviewed by the Architect.

5.2.2 No fixed limit of Construction Cost shall be established as a condition of this Agreement.

5.2.3 In the event that the Construction Manager's estimate or the lowest bona fide bid or negotiated proposal received by the Owner exceeds the Owner's budget for reasons other than those described in Paragraph 3.3, the modification of Contract Documents shall be the limit of the Architect's responsibility. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

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ARTICLE 6

USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

6.1 The Drawings, Specifications and other documents prepared by the Architect for this Project are instruments of the Architect's service for use solely with respect to this Project and, unless otherwise provided, the Architect shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall be permitted to retain copies, including reproducible copies, of the Architect's Drawings, Specifications and other documents for information and reference in connection with the Owner's use and occupancy of the Project. The Architect's Drawings, Specifications or other documents shall not be used by the Owner or others on other projects, for additions to this Project or for completion of this Project by others, unless the Architect is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.

6.2 Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the Architect's reserved rights.

ARTICLE 7

ARBITRATION

7.1 Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise.

7.2 Demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitations.

7.3 No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the Owner, Architect, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

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

ARTICLE 8

TERMINATION, SUSPENSION OR ABANDONMENT

8.1 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

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

8.3 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect in the event that the Project is permanently abandoned. If the Project is abandoned by the Owner for more than 90 consecutive days, the Architect may terminate this Agreement by giving written notice.

8.4 Failure of the Owner to make payments to the Architect in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.

8.5 If the Owner fails to make payment when due the Architect for services and expenses, the Architect may, upon seven days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Architect within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.

8.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Paragraph 8.7.

8.7 Termination Expenses are in addition to compensation for Basic and Additional Services, and include expenses which are directly attributable to termination. Termination Expenses shall be computed as a percentage of the total compensation for Basic Services and Additional Services earned to the time of termination, as follows:

.1 Twenty percent of the total compensation for Basic and Additional Services earned to date if termination occurs before or during the predesign, site analysis, or Schematic Design Phases; or

.2 Ten percent of the total compensation for Basic and Additional Services earned to date if termination occurs during the Design Development Phase; or

.3 Five percent of the total compensation for Basic and Additional Services earned to date if termination occurs during any subsequent phase.

ARTICLE 9

MISCELLANEOUS PROVISIONS

9.1 Unless otherwise provided, this Agreement shall be governed by the law of the place where the Project is located.

9.2 Terms in this Agreement shall have the same meaning as those in the edition of AIA Document A201/CMa, Gen-

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eral Conditions of the Contract for Construction, Construction Manager-Adviser Edition, current as of the date of this Agreement.

9.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion, or the date of issuance of the final Project Certificate for Payment for acts or failures to act occurring after Substantial Completion.

9.4 The Owner and Architect waive all rights against each other and against the Construction Manager, Contractors, and the consultants, agents and employees of any of them for damages, but only to the extent covered by property insurance during construction, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201/CMa, General Conditions of the Contract for Construction, Construction Manager-Adviser Edition, current as of the date of this Agreement. The Owner and Architect each shall require similar waivers from their Construction Manager, Contractors, consultants, agents, and persons or entities awarded separate contracts administered under the Owner's own forces.

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

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

9.7 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

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

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

ARTICLE 10

PAYMENTS TO THE ARCHITECT

10.1 DIRECT PERSONNEL EXPENSE

10.1.1 Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

10.2 REIMBURSABLE EXPENSES

10.2.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and Architect's employees and consultants in the interest of the Project, as identified in the following Clauses.

10.2.1.1 Expense of transportation in connection with the Project; expenses in connection with authorized out-of-town travel; long-distance communications; and fees paid for securing approval of authorities having jurisdiction over the Project.

10.2.1.2 Expense of reproductions, postage, express deliveries, electronic facsimile transmissions and handling of Drawings, Specifications and other documents.

10.2.1.3 If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates.

10.2.1.4 Expense of renderings, models and mock-ups requested by the Owner.

10.2.1.5 Expense of additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and Architect's consultants.

10.2.1.6 Expense of computer-aided design and drafting equipment time when used in connection with the Project.

10.3 PAYMENTS ON ACCOUNT OF BASIC SERVICES

10.3.1 An initial payment as set forth in Paragraph 11.1 is the minimum payment under this Agreement.

10.3.2 Subsequent payments for Basic Services shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service, on the basis set forth in Subparagraph 11.2.2.

10.3.3 If and to the extent that the time initially established in Subparagraph 11.5.1 of this Agreement is exceeded or extended through no fault of the Architect, compensation for any services rendered during the additional period of time shall be computed in the manner set forth in Subparagraph 11.3.2.

10.3.4 When compensation is based on a percentage of Construction Cost and any portions of the Project are deleted or otherwise not constructed, compensation for those portions

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of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Subparagraph 11.2.2, based on (1) the lowest bona fide bids or negotiated proposals, or (2) if no such bids or proposals are received, the most recent estimate of Construction Cost prepared by the Construction Manager for such portions of the Project.

10.4 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES AND REIMBURSABLE EXPENSES

10.4.1 Payments on account of the Architect's Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.

10.5 PAYMENTS WITHHELD

10.5.1 No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to Contractors, or on account of the cost of changes in the Work other than those for which the Architect has been found to be liable.

10.6 ARCHITECT'S ACCOUNTING RECORDS

10.6.1 Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

ARTICLE 11
BASIS OF COMPENSATION

The Owner shall compensate the Architect as follows:

11.1 AN INITIAL PAYMENT of Dollars ($)
shall be made upon execution of this Agreement and credited to the Owner's account at final payment.

11.2 BASIC COMPENSATION

11.2.1 FOR BASIC SERVICES, as described in Article 2, and any other services included in Article 12 as part of Basic Services, Basic Compensation shall be computed as follows:

(Insert basis of compensation, including stipulated sums, multiples or percentages, and identify phases to which particular methods of compensation apply, if necessary.)

11.2.2 Where compensation is based on a stipulated sum or percentage of Construction Cost, progress payments for Basic Services in each phase shall total the following percentages of the total Basic Compensation payable:

(Insert additional phases as appropriate.)

Schematic Design Phase:	percent (%)
Design Development Phase:	percent (%)
Construction Documents Phase:	percent (%)
Bidding or Negotiation Phase:	percent (%)
Construction Phase:	percent (%)
Total Basic Compensation:	one hundred percent (100%)

11.3 COMPENSATION FOR ADDITIONAL SERVICES

11.3.1 FOR PROJECT REPRESENTATION BEYOND BASIC SERVICES, as described in Paragraph 3.2, compensation shall be computed as follows:

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11.3.2 FOR ADDITIONAL SERVICES OF THE ARCHITECT, as described in Articles 3 and 12, other than (1) Additional Project Representation, as described in Paragraph 3.2, and (2) services included in Article 12 as part of Basic Services, but excluding services of consultants, compensation shall be computed as follows:

(Insert basis of compensation, including rates and/or multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply, if necessary.)

11.3.3 FOR ADDITIONAL SERVICES OF CONSULTANTS, including additional structural, mechanical and electrical engineering services and those provided under Subparagraph 3.4.19 or identified in Article 12 as part of Additional Services, a multiple of ( ) times the amounts billed to the Architect for such services.

(Identify specific types of consultants in Article 12, if required.)

11.4 REIMBURSABLE EXPENSES

11.4.1 FOR REIMBURSABLE EXPENSES, as described in Paragraph 10.2, and any other items included in Article 12 as Reimbursable Expenses, a multiple of ( ) times the expenses incurred by the Architect, the Architect's employees and consultants in the interest of the Project.

11.5 ADDITIONAL PROVISIONS

11.5.1 IF THE BASIC SERVICES covered by this Agreement have not been completed within ( ) months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Subparagraphs 10.3.3 and 11.3.2.

11.5.2 Payments are due and payable ( ) days from the date of the Architect's invoice. Amounts unpaid ( ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of interest agreed upon.)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

11.5.3 The rates and multiples set forth for Additional Services shall be annually adjusted in accordance with normal salary review practices of the Architect.

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ARTICLE 12
OTHER CONDITIONS OR SERVICES

(Insert descriptions of other services, identify Additional Services included within Basic Compensation, and insert modifications to the payment and compensation terms included in this Agreement.)

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

OWNER	ARCHITECT
(Signature)	*(Signature)*
(Printed name and title)	*(Printed name and title)*

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INSTRUCTION SHEET

FOR AIA DOCUMENT B144/ARCH-CM, STANDARD FORM OF AMENDMENT FOR THE AGREEMENT BETWEEN OWNER AND ARCHITECT WHERE THE ARCHITECT PROVIDES CONSTRUCTION MANAGEMENT SERVICES AS AN ADVISER TO THE OWNER—1993 EDITION

A. GENERAL INFORMATION

1. Purpose

This document is an amendment for use in circumstances where the Architect agrees to provide the Owner with a package of construction management services to expand upon, blend with, and supplement the Architect's design and other construction administration services described in AIA Document B141, Standard Form of Agreement Between Owner and Architect. The Architect's role under B141 as an adviser to the Owner is preserved in B144/ARCH-CM, and the services provided under this Amendment may be readily incorporated with the Architect's other services as described in B141 and A201, the General Conditions of the Contract for Construction. Unlike AIA's guides for amending particular documents, such as AIA Documents A511 and B511, this document is a standard form amendment rather than a model form.

2. Related Documents

This document is intended to be used in conjunction with AIA Documents:

a) B141, Standard Form of Agreement Between Owner and Architect,
b) A201, General Conditions of the Contract for Construction, and
c) other related documents that are intended to work with B141 and A201, such as C141, Standard Form of Agreement Between Architect and Consultant.

Under this document, it is not intended that the Architect provide the Owner with a Guaranteed Maximum Price (GMP) or determine the means, methods or safety requirements for the project by contracting directly with subcontractors. Although this document is philosophically similar to the AIA's Construction Manager-Adviser (CMa) documents, B144/ARCH-CM should not be used in conjunction with any of the CMa documents, since an underlying premise of B144/ARCH-CM is that there are only three primary players on the project: the Owner, the Architect (who is providing construction management services) and the Contractor. Alternatively, the CMa documents envision a fourth player on the team who serves as an independent construction manager. For this reason, and to ensure consistency and parallel language with B141 and A201, the B144/ARCH-CM document should not be used with any other construction management documents.

3. Use of Non-AIA Forms

If a combination of AIA documents and non-AIA documents is to be used, particular care must be taken to achieve consistency of language and intent. Certain owners require the use of owner-architect agreements and other contract forms that they prepare. Such forms should be carefully compared to the standard AIA forms for which they are being substituted before execution of an agreement. If there are any significant omissions, additions or variances from the terms of the related standard AIA forms, both legal and insurance counsel should be consulted. Of particular concern is the need for consistency between the B141 as amended by B144/ARCH-CM and the anticipated General Conditions of the Contract for Construction in the delineation of the Architect's Construction Phase services and responsibilities.

4. Letter Forms of Agreement

Letter forms of agreement are generally discouraged by the AIA, as is the performance of a part or the whole of professional services based on oral agreements or understandings. The standard AIA agreement forms have been developed through more than seventy-five years of experience and have been tested repeatedly in the courts. In addition, the standard forms have been carefully coordinated with other AIA documents.

5. Use of Current Documents

Prior to using any AIA document, the user should consult the AIA, an AIA component chapter or a current AIA Documents List to determine the current edition of each document.

6. Reproduction

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B. CHANGES FROM THE PREVIOUS EDITION

This is the first edition of AIA Document B144/ARCH-CM. Although similar in its description of services to AIA Document B801/CMa, this new document has no direct precursor.

C. COMPLETING THE B144/ARCH-CM FORM

1. Modifications

Users are encouraged to consult an attorney before completing an AIA document. Generally, any necessary modifications can be accomplished by describing changes to the printed text in Article 6.

2. Cover Page

Amendment Date: The date of the Amendment is the date that the Amendment becomes effective. It may be the date that an oral agreement was reached, the date the Amendment was originally submitted to the Owner, the date the Owner authorizes the Architect to commence services or the date of actual execution. Professional services described in this Amendment should not be performed prior to the effective date of the Amendment.

Agreement Date: The date of the Agreement between the Owner and Architect should be the date found on the cover page of the B141 document as executed by the Owner and Architect for this particular Project.

Identification of Parties: Parties to this Amendment should be identified in the same manner as they are in the Agreement.

Project Description: The proposed Project should be described in the same manner as it is in the Agreement.

3. Article 5: Basis of Compensation

A single method of compensation could be provided for all phases of construction management service. Depending on Project requirements, however, it may be preferrable to insert language covering one form of compensation for Basic Services performed during the Preconstruction Phases and a different form of compensation for Basic Services performed during the Construction Phase, based on negotiation and agreement by the parties. These Instructions assume the use of B141. Before inserting any provision, review and verify that if a cross-reference is made to the Agreement, there exists a corresponding provision in the executed version of B141 that has already been completed with specific information about the appropriate method of compensation. Sample language covering several forms of compensation for Basic Services, which should be inserted in Article 5, is provided below.

Multiple of Direct Personnel Expense: "Compensation for services rendered by principals, employees and consultants shall be based on a Multiple of Direct Personnel Expense in the same manner as described in the Agreement."

If a Multiple of Direct Salary Expense is used, the term "Direct Salary" should be substituted for "Direct Personnel" above, and it should be defined in Article 6 of this Amendment.

Professional Fee Plus Expenses: "Compensation shall be based on a Professional Fee of dollars ($) plus compensation for services rendered by Principals and employees."

Stipulated Sum: "Compensation shall be a Stipulated Sum of dollars ($)."

Percentage of Construction Cost: "Compensation shall be based on percent (%) of the Construction Cost."

If compensation is based on a Stipulated Sum or a Percentage of Construction Cost, the following subparagraph should be completed and inserted:

Progress payments for Basic Services in each phase shall equal the following percentages of the total Basic Compensation payable:

Preconstruction Phase	percent (%)
Construction Phase	percent (%)

In Article 5, insert provisions describing compensation for Additional Services. For example, if hourly rates are used, the provision might read:

"Principals' time at the fixed rate of dollars ($) per hour. For the purposes of this Article, the Principals are:

These billing rates shall be adjusted annually (semi-annually) in accordance with the Architect's adjustments in compensation for Principals and employees." (Add agreed-upon limitations.)

If a Multiple of Direct Personnel Expense is used, insert a provision similar to the sample language provided above for Basic Services, and clearly note that Additional Services are involved.

4. Article 6: Other Conditions or Services

Paragraph 6.1

Any additional reimbursable expense for construction management services should be listed under Paragraph 6.1.

Paragraph 6.2

Include any further information required to describe other services or conditions of this Amendment. The Owner and the Architect should carefully review the Additional Services listed in the Agreement, so that those to be performed under Basic Services for the Project are so noted in this Amendment.

It is imperative that any changes in the duties of the Architect during the Construction Phase be considered with extreme care and coordinated with the terms of A201, General Conditions of the Contract for Construction.

D. EXECUTION OF AMENDMENT

Each person executing the Amendment should indicate the capacity in which they are acting (i.e., president, secretary, partner, etc.), and the authority under which they are executing the Amendment. Where appropriate, a copy of the resolution authorizing the individual to act on behalf of the firm or entity should be attached.

AIA Document B144/ARCH-CM

Standard Form of Amendment for the Agreement Between Owner and Architect

Where the Architect Provides CONSTRUCTION MANAGEMENT Services as an Adviser to the Owner

1993 EDITION

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.

This document is for use with the 1987 edition of AIA Document B141, Standard Form of Agreement Between Owner and Architect.

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This **AMENDMENT** dated:
(Insert this Amendment's effective date)

is made to the **AGREEMENT** dated:
(Insert the date of the Agreement between the Owner and the Architect)

BETWEEN the Owner:
(Name and Address)

and the Architect:
(Name and Address)

For the following Project:
(Include detailed description of Project, location, address and scope.)

The Owner and the Architect agree that the terms and conditions governing the Architect's services and responsibilities under the Agreement referred to above shall be amended to include the construction management services specified in this Amendment as an addition to the Architect's Basic Services under that Agreement.

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ARTICLE 1

CONSTRUCTION MANAGEMENT RESPONSIBILITIES

1.1 The construction management services to be provided by the Architect are as enumerated in Articles 2 and 3 of this Amendment and any other services included in Article 6.

1.2 The Architect shall provide organization, personnel and management to carry out the requirements of this Amendment in an expeditious and economical manner consistent with the interests of the Owner.

1.3 The services covered by this Amendment are subject to the time limitations contained in the Agreement between Owner and Architect referenced above.

ARTICLE 2

SCOPE OF SERVICES DURING PRECONSTRUCTION PHASES

2.1 The Architect, as a part of the Architect's review of the program furnished by the Owner, shall provide a preliminary evaluation of the feasibility of the Owner's program, schedule and construction budget requirements, each in terms of the other.

2.2 The Architect shall prepare, in addition to preliminary estimates of Construction Cost for program requirements based on early schematic designs and other design criteria, comparative estimates for the cost evaluations of alternative materials and systems.

2.3 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Architect shall prepare and update preliminary Construction Cost estimates with increasing detail and refinement. Such estimates shall be provided for the Owner's review and approval prior to the commencement of performance by the Architect of services for each succeeding Preconstruction Phase. If separate contracts are to be awarded, the estimated cost of the scope of Work for each contract shall be indicated with supporting detail. The Architect shall advise the Owner if it appears that a preliminary Construction Cost estimate may exceed the latest approved Project budget and make recommendations for corrective action.

2.4 Following the Owner's approval of the Construction Documents, the Architect shall update and submit the latest estimate of Construction Cost for the Owner's approval in accordance with the Agreement.

2.5 The Architect shall submit recommendations on the relative feasibility of construction methods, methods of Project delivery, availability of materials and labor, time requirements for procurement, installation and construction, and appropriate utilization of the site for mobilization of construction forces and materials.

2.6 The Architect shall prepare and update a Project schedule to show the timing of anticipated services and construction Work for the Owner's review and approval prior to commencement of the Architect's services for each succeeding Preconstruction Phase.

2.7 In developing the Project schedule, the Architect shall identify critical and long-lead-time items for the coordination and integration of the Architect's services with the Owner's responsibilities, including the services of the Owner's other consultants and contractors.

2.8 The Architect shall assist the Owner in selecting, retaining and coordinating the professional services of surveyors, special consultants and testing laboratories required for the Project.

2.9 The Architect shall submit a list of prospective bidders and a bidding schedule for the Owner's review and approval.

2.10 The Architect shall solicit bidders' interest in the Project. The Architect shall assist the Owner in issuing bidding documents to bidders and conduct pre-bid conferences with prospective bidders. The Architect shall assist the Owner with the receipt of questions from bidders and the issuance of addenda.

2.11 The Architect shall receive bids, prepare bid analyses and make recommendations to the Owner for the Owner's award of Contracts.

2.12 The Architect shall conduct pre-award conferences with successful bidders. The Architect shall advise the Owner of any reasonable objections to the proposed list of Subcontractors and material suppliers.

2.13 The Architect shall make recommendations to the Owner regarding the assignment of responsibilities for providing temporary Project facilities and services for common use of the Contractors. The Architect shall verify that the requirements and assignment of responsibilities are included in the proposed Contract Documents.

2.14 The Architect shall advise the Owner on the division of the Project into separate contracts for various categories of work including method to be used for selecting Contractors and awarding contracts.

2.15 The Architect shall make recommendations to the Owner regarding the allocation of responsibilities for Project conditions among the Contractors.

2.16 The Architect shall assist the Owner in obtaining applicable building permits and special permits for permanent improvements, excluding permits required to be obtained directly by the various Contractors.

ARTICLE 3

SCOPE OF SERVICES DURING THE CONSTRUCTION PHASE

3.1 The Architect shall prepare a Project construction schedule providing for each scope of Work, including phasing of construction, times for commencement and completion required of each separate Contractor, ordering and delivery of materials requiring long-lead time and the occupancy requirements of the Owner.

3.2 The Architect shall provide the Project construction schedule for each set of Contract Documents.

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3.3 The Architect shall provide administrative, management and related services to endeavor to coordinate the activities of the Contractors with each other and with those of the Owner and the Architect to complete the Project in accordance with the latest approved estimate of Construction Cost, the Project construction schedule and the Contract Documents.

3.4 The Architect shall schedule and conduct preconstruction, construction and progress meetings with the Owner and the Contractors to discuss such matters as procedures, progress and scheduling. The Architect shall prepare and promptly distribute minutes to the Owner and Contractors.

3.5 Utilizing the Construction Schedules provided by the Contractors, the Architect shall update the Project construction schedule incorporating the activities of the Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery of products requiring long-lead time and procurement. The Project construction schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Architect shall update and reissue the Project construction schedule as required to show current conditions. If an update indicates the previously approved Project construction schedule may not be met, the Architect shall recommend corrective action to the Owner.

3.6 Consistent with the Bidding Documents, and utilizing information from the Contractors, the Architect shall endeavor to coordinate the sequence of construction and assignment of space in areas where multiple Contractors are performing Work.

3.7 The Architect shall monitor the approved estimate of Construction Cost. The Architect shall show actual costs for activities in progress and estimates for uncompleted tasks.

3.8 The Architect shall develop cash flow reports and forecasts for the Project and advise the Owner as to variances between actual and budgeted or estimated costs.

3.9 The Architect shall maintain cost accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, or other Work requiring accounting records.

3.10 The Architect shall record the progress of the Project with written progress reports to the Owner including information on each Contractor's Work, as well as the entire Project, showing percentages of completion.

3.11 The Architect shall keep a daily log containing a record of weather, Contractor's Work on the site, number of workers, identification of equipment, Work accomplished, problems encountered, and other similar relevant data as the Owner may require.

3.12 The Architect shall maintain at the Project site, on a current basis: one record copy of all Contracts, Drawings, Specifications, addenda, Change Orders and other Modifications, in good order and marked to record all changes made during construction; Shop Drawings; Product Data; Samples; submittals; purchases; other related documents and revisions that arise out of the Contracts or Work. The Architect shall maintain records, in duplicate, of principal building layout lines, elevations of the bottom of footings, floor levels and key site elevations certified by a qualified surveyor or professional engineer. The Architect shall make all such records available to the Owner and, upon completion of the Project, shall deliver them to the Owner.

ARTICLE 4

THE OWNER'S RESPONSIBILITIES

4.1 The Owner reserves the right to perform Work related to the Project with the Owner's own forces, and to award contracts in connection with the Project that are not part of the Architect's responsibilities under this Amendment. The Architect shall notify the Owner if any such independent action will in any way interfere with the Architect's ability to perform under this Amendment.

4.2 The Owner shall furnish the required information and services and shall render approvals and decisions expeditiously for the orderly progress of the Architect's services.

ARTICLE 5

BASIS OF COMPENSATION

5.1 The Owner shall compensate the Architect FOR AMENDMENT SERVICES as described in Articles 2 and 3, and any other services described in Article 6 of this Amendment. Compensation shall be computed as follows:

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ARTICLE 6

OTHER CONDITIONS OR SERVICES

6.1 The following Reimbursable Expenses are in addition to those listed in the Agreement modified by this Amendment:

(List Reimbursable Expenses not already listed in the Agreement between Owner and Architect referenced above.)

6.2 This Amendment shall further modify the Agreement as follows:

(Insert descriptions of other services, identify Additional Services included within Basic Compensation and modifications to the payment and compensation terms included in this Amendment.)

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

OWNER	ARCHITECT
(Signature)	*(Signature)*
(Printed name and title)	*(Printed name and title)*

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AIA DOCUMENT B151-1997

Abbreviated Standard Form of Agreement Between Owner and Architect

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GENERAL INFORMATION

PURPOSE. AIA Document B151-1997 is an abbreviated standard form of agreement between Owner and Architect intended for use on construction projects of limited scope where the complexity and detail of AIA Document B141-1997, Standard Form of Agreement Between Owner and Architect, are not required, and where services are based on five phases: Schematic Design, Design Development, Construction Documents, Bidding or Negotiation, and Construction. This document may be used with a variety of compensation methods, including percentage of Construction Cost, multiple of Direct Personnel Expense and stipulated sum.

RELATED DOCUMENTS. B151-1997 is intended to be used in conjunction with A201-1997, General Conditions of the Contract for Construction. It can be used with Architect-Consultant agreements such as AIA Documents C141-1997, C142-1997 or C727. Other AIA Owner-Architect Agreements available for use in connection with customary services or in special circumstances include:

B141-1997	Owner-Architect Agreement
B141/CMa	Owner-Architect Agreement, Construction Management Edition
B163	Owner-Architect Agreement for Designated Services
B171	Interior Design Services Agreement
B177	Abbreviated Interior Design Services Agreement
B181	Owner-Architect Agreement for Housing Services
B188	Owner-Architect Agreement for Housing Projects
B727	Owner-Architect Agreement for Special Services
B901	Design/Builder-Architect Agreement

DISPUTE RESOLUTION—MEDIATION AND ARBITRATION. This document contains provisions for mediation and arbitration of claims and disputes. Mediation is a non-binding process, but is mandatory under the terms of this agreement. Arbitration is mandatory under the terms of this agreement and binding in most states and under the Federal Arbitration Act. In a minority of states, arbitration provisions relating to future disputes are not enforceable but the parties may agree to arbitrate after the dispute arises. Even in those states, under certain circumstances (for example, in a transaction involving interstate commerce), arbitration provisions may be enforceable under the Federal Arbitration Act.

The AIA does not administer dispute resolution processes. To submit disputes to mediation or arbitration or to obtain copies of the applicable mediation or arbitration rules, write to the American Arbitration Association or call (800) 778-7879. The American Arbitration Association may also be contacted at *http://www.adr.org*.

WHY USE AIA CONTRACT DOCUMENTS? AIA contract documents are the product of a consensus-building process aimed at balancing the interests of all parties on the construction project. The documents reflect actual industry practices, not theory. They are state-of-the-art legal documents, regularly revised to keep up with changes in law and the industry—yet they are written, as far as possible, in everyday language. Finally, AIA contract documents are flexible: they are intended to be modified to fit individual projects, but in such a way that modifIcations are easily distinguished from the original, printed language.

For further information on AIA's approach to drafting contract documents, see AIA Document M120, Document Drafting Principles.

USE OF NON-AIA FORMS. If a combination of AIA documents and non-AIA documents is to be used, particular care must be taken to achieve consistency of language and intent among documents.

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LETTER FORMS OF AGREEMENT. Letter forms of agreement are generally discouraged by the AIA, as is the performance of a part or the whole of professional services on the basis of oral agreements or understandings. The standard AIA agreement forms have been developed through more than 100 years of experience and have been tested repeatedly in the courts. In addition, the standard forms have been carefully coordinated with other AIA documents.

STANDARD FORMS. Most AIA documents published since 1906 have contained in their titles the words "Standard Form." The term "standard" is not meant to imply that a uniform set of contractual requirements is mandatory for AIA members or others in the construction industry. Rather, the AIA standard documents are intended to be used as fair and balanced baselines from which the parties can negotiate their bargains. As such, the documents have won general acceptance within the construction industry and have been uniformly interpreted by the courts. Within an industry spanning 50 states—each free to adopt different, and perhaps contradictory, laws affecting that industry—AIA documents form the basis for a generally consistent body of construction law.

USE OF CURRENT DOCUMENTS. Prior to using any AIA document, the user should consult an AIA component chapter or a current AIA Documents Price List to determine the current edition of each document.

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CHANGES FROM THE PREVIOUS EDITION

B151-1997 has been revised to reflect changes made in AIA Document A201-1997, General Conditions of the Contract for Construction, and in AIA Document B141-1997, Standard Form of Agreement Between Owner and Architect. Although it retains many similarities to the 1987 edition of B151, B151-1997 is primarily based upon the 1987 edition of B141. The following changes in content have been made on the recommendation of owners, AIA members, committees, and insurance and legal counsel.

ARTICLE 1: The Architect is required to designate a representative authorized to act on behalf of the Architect.
ARTICLE 2: The Architect's services are divided into five phases rather than three. Provisions have been added requiring the Architect to review and provide a preliminary evaluation of the Owner's program, schedule and construction budget.
ARTICLE 3: A more extensive list of Additional Services is offered, and these are subdivided into three categories: Project Representation Beyond Basic Services, Contingent Additional Services, and Optional Additional Services.
ARTICLE 4: A provision has been added requiring the Owner to furnish services of consultants that are reasonably required by the scope of the Project and are requested by the Architect.
ARTICLE 5: The cost of management or supervision of construction or installation provided by a construction manager or separate contractor has been added to the definition of Construction Cost.
ARTICLE 6: Protection of the Architect's and consultant's rights in Drawings, Specifications, and other documents is clarified and specifically extended to documents in electronic form.
ARTICLE 7: The title of this Article has been changed from "Arbitration" to "Dispute Resolution." Mediation has been added as a precursor to arbitration, and a waiver of claims for consequential damages (i.e., indirect damages) has been added.
ARTICLE 8: A new provision has been added permitting termination of the Agreement for the Owner's convenience, with appropriate compensation to the Architect.
ARTICLE 9: A provision has been added under which the Owner may assign this Agreement to an institutional lender providing financing for the Project. New language has been added governing Owner requests for certification.
ARTICLE 10: A new provision, Architect's Accounting Records, requires the Architect to make records of reimbursable expenses and expenses pertaining to Additional Services and services performed on the basis of a multiple of Direct Personnel Expense available to the Owner.

USING THE B151-1997 FORM

MODIFICATIONS. Users are encouraged to consult with an attorney before completing an AIA document. Particularly with respect to contractor's licensing laws, duties imposed by building codes, interest charges, arbitration and indemnification, this document may require modification with the assistance of legal counsel to fully comply with state or local laws regulating these matters.

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Generally, necessary modifications may be accomplished by writing or typing the appropriate terms in the blank spaces provided on the form or by special conditions or amendments adopted by reference. The form may also be modified by striking out language directly on the original form. Care must be taken in making these kinds of deletions, however. Under NO circumstances should printed language be struck out in such a way as to render it illegible (as, for example, with blocking tape, correction fluid or X's that completely obscure the text). This may raise suspicions of concealment or suggest that the completed and signed document has been tampered with. Handwritten changes should be initialed by both parties to the contract.

It is definitely not recommended practice to retype the standard document. Besides being outside the limited license for reproduction granted under these Instructions, retyping can introduce typographical errors and cloud the legal interpretation given to a standard clause when blended with modifications, thereby eliminating one of the principal advantages of the standard form documents. By merely reviewing the modifications to be made to a standard form document, parties familiar with that document can quickly understand the essence of the proposed relationship. Commercial exchanges are greatly simplified and expedited, good-faith dealing is encouraged, and otherwise latent clauses are exposed for scrutiny. In this way, contracting parties can more fairly measure their risks.

COVER PAGE

Date: The date represents the date the Agreement becomes effective. It may be the date that an original oral agreement was reached, the date the Agreement was originally submitted to the other party, the date authorizing action was taken or the date of actual execution. Professional services should not be performed prior to the effective date of the Agreement.

Parties: Parties to this Agreement should be identified using the full legal name under which the Agreement is to be executed, including a designation of the legal status of both parties (sole proprietorship, partnership, joint venture, unincorporated association, limited partnership or corporation [general, limited liability, close or professional], etc.). Where appropriate, a copy of the resolution authorizing the individual to act on behalf of the firm or entity should be attached.

Project: The proposed Project should be described in sufficient detail to identify (1) the official name or title of the facility; (2) the location of the site; (3) the proposed building usage; and (4) the size, capacity or scope of the Project.

ARTICLE 11—BASIS OF COMPENSATION

A more detailed discussion of compensation methods may be found in the Instructions to AIA Document B141-1997, Standard Form of Agreement Between Owner and Architect.

PARAGRAPH 11.1 Insert the dollar amount of the initial payment.

SUBPARAGRAPH 11.2.1 Insert the basis of compensation for the Architect's Basic Services. One or more of the following methods may be used.

If a **Multiple of Direct Salary Expense** is used, include multipliers using words and numerals in the following insert:

"Compensation for services rendered by principals and employees shall be based on a multiple of ( ) times Direct Salary Expense, which shall be defined as the direct salaries of the Architect's personnel engaged on the Project excluding any costs of mandatory or customary contributions and benefits. Compensation for services rendered by Consultants shall be based on a multiple of ( ) times the amounts billed by Consultants."

If a **Multiple of Direct Personnel Expense** is used, include multipliers using words and numerals in the following insert (note that Direct Personnel Expense is defined in Paragraph 10.1):

"Compensation for services rendered by principals and employees shall be based on a multiple of ( ) times Direct Personnel Expense. Compensation for services rendered by Consultants shall be based on a multiple of ( ) times the amounts billed by Consultants."

If a **Professional Fee Plus Expenses** is to be used, include the dollar figure and the appropriate multipliers (using words and numerals) in the following insert:

"Compensation shall be a Fixed Fee of Dollars ($) plus a multiple of ( ) times Direct Personnel Expense. Compensation for services rendered by Consultants shall be based on a multiple of ( ) times the amounts billed by Consultants."

Alternatively, the fee (representing profit) may be calculated as a multiplier or percentage.

If **hourly billing rates** are used, include the cumulative amount for salary, benefits, overhead and profit to fix each rate using words and numerals in the following insert:

"Compensation for services rendered by Principals and employees shall be based upon the hourly billing rates set forth below:

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1. Principals' time at the fixed rate of Dollars($) per hour. For the purposes of this Agreement, the Principals are: *(List Principals, such as owners, partners, corporate officers and participating associates.)*

2. Supervisory time at the fixed rate of Dollars($) per hour. For the purposes of this Agreement, supervisory personnel include: *(List managerial personnel by name or job title, such as general manager, department head or project manager.)*

3. Technical Level I time at the fixed rate of Dollars($) per hour. For the purposes of this Agreement, Technical Level I personnel include: *(List those personnel by name or job title who are highly skilled specialists, such as job captains, senior designers, senior drafters, senior planners, senior specifiers or senior construction administrators.)*

4. Technical Level II time at the fixed rate of Dollars($) per hour. For the purposes of this Agreement, Technical Level II personnel include: *(List those personnel by name or job title who hold intermediate-level positions relative to Technical Level I, such as professionals awaiting licensure and managers of clerical staff.)*

5. Technical Level III and clerical personnel time at the fixed rate of Dollars($) per hour. For the purposes of this Agreement, Technical Level III and clerical personnel include: *(List those personnel by name or job title who occupy junior-level positions, such as word processor or office assistant.)*

6. Compensation for services rendered by Consultants shall be based on a multiple of ( ) times the amounts billed by Consultants."

If a **Stipulated Sum** is to be used, insert the sum in words and numerals in the following sample language:

"Compensation shall be a stipulated sum of Dollars ($)."

If a **Percentage of Construction Cost** is to be used, insert the following:

"Compensation shall be percent (%) of Construction Cost, as defined in Paragraph 5.1."

SUBPARAGRAPH 11.2.2 Only for compensation based on stipulated sum or percentage of Construction Cost, insert the percentages of total payment payable for each separate phase of services. These percentages may vary with each Project and do not necessarily have a direct relationship to the time and efforts of the Architect.

Because phases may overlap in time, these percentages have been expressed separately for each phase, rather than cumulatively. This facilitates billing when services are being provided in more than one phase at a time.

SUBPARAGRAPH 11.3.1 Insert the basis of compensation for Project Representation Beyond Basic Services.

SUBPARAGRAPH 11.3.2 Insert basis of compensation for Additional Services. See methods of compensation shown above for Subparagraph 11.2.1. NOTE: If no basis of compensation is indicated in this subparagraph, Subparagraph 11.5.1 will be ineffective.

SUBPARAGRAPH 11.3.3 Insert the multiple to be used to determine the cost to the Architect of Additional Services of consultants as defined in Article 3 or Article 12.

PARAGRAPH 11.4 Insert the multiple to be used to determine the amount due the Architect for Reimbursable Expenses of the Architect and the Architect's employees and consultants as described in Paragraph 10.2 or Article 12.

SUBPARAGRAPH 11.5.1 Insert the number of months beyond which the Architect shall be compensated for Basic Services on the same basis as for Additional Services.

SUBPARAGRAPH 11.5.2 Indicate when payments will become due and when unpaid amounts will begin to bear interest. Insert the percentage rate and basis (monthly, annual) of interest charges.

ARTICLE 12—OTHER CONDITIONS OR SERVICES

Insert provisions, if any, on additional phases of services, Additional Services, special compensation arrangements, other consultants, the choice of project delivery method or any other conditions.

EXECUTION OF THE AGREEMENT

The persons executing the Agreement should indicate the capacity in which they are acting (i.e., president, secretary, partner, etc.) and the authority under which they are executing the Agreement. Where appropriate, a copy of the resolution authorizing the individual to act on behalf of the firm or entity should be attached.

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AIA DOCUMENT B151-1997

Abbreviated Standard Form of Agreement Between Owner and Architect

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

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year)

BETWEEN the Architect's client identified as the Owner:
(Name, address and other information)

and the Architect:
(Name, address and other information)

For the following Project:
(Include detailed description of Project)

The Owner and Architect agree as follows.

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ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

1.1 The services performed by the Architect, Architect's employees and Architect's consultants shall be as enumerated in Articles 2, 3 and 12.

1.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which may be adjusted as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

1.3 The Architect shall designate a representative authorized to act on behalf of the Architect with respect to the Project.

1.4 The services covered by this Agreement are subject to the time limitations contained in Subparagraph 11.5.1.

ARTICLE 2 SCOPE OF ARCHITECT'S BASIC SERVICES

2.1 DEFINITION

The Architect's Basic Services consist of those described in Paragraphs 2.2 through 2.6 and any other services identified in Article 12 as part of Basic Services, and include normal structural, mechanical and electrical engineering services.

2.2 SCHEMATIC DESIGN PHASE

2.2.1 The Architect shall review the program furnished by the Owner to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner.

2.2.2 The Architect shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other, subject to the limitations set forth in Subparagraph 5.2.1.

2.2.3 The Architect shall review with the Owner alternative approaches to design and construction of the Project.

2.2.4 Based on the mutually agreed-upon program, schedule and construction budget requirements, the Architect shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.

2.2.5 The Architect shall submit to the Owner a preliminary estimate of Construction Cost based on current area, volume or similar conceptual estimating techniques.

2.3 DESIGN DEVELOPMENT PHASE

2.3.1 Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program, schedule or construction budget, the Architect shall prepare, for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

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

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2.4 CONSTRUCTION DOCUMENTS PHASE

2.4.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Owner, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.

2.4.2 The Architect shall assist the Owner in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and Contractor.

2.4.3 The Architect shall advise the Owner of any adjustments to previous preliminary estimates of Construction Cost indicated by changes in requirements or general market conditions.

2.4.4 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.

2.5 BIDDING OR NEGOTIATION PHASE

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

2.6 CONSTRUCTION PHASE–ADMINISTRATION OF THE CONSTRUCTION CONTRACT

2.6.1 The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the initial Contract for Construction and terminates at the earlier of the issuance to the Owner of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work.

2.6.2 The Architect shall provide administration of the Contract for Construction as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement, unless otherwise provided in this Agreement. Modifications made to the General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement or approved in writing by the Architect.

2.6.3 Duties, responsibilities and limitations of authority of the Architect under this Paragraph 2.6 shall not be restricted, modified or extended without written agreement of the Owner and Architect with consent of the Contractor, which consent will not be unreasonably withheld.

2.6.4 The Architect shall be a representative of and shall advise and consult with the Owner during the administration of the Contract for Construction. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written amendment.

2.6.5 The Architect, as a representative of the Owner, shall visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by the Owner and the Architect in Article 12, (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or

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continuous on-site inspections to check the quality or quantity of the Work. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

2.6.6 The Architect shall report to the Owner known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, the Architect shall not 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, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

2.6.7 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

2.6.8 Except as otherwise provided in this Agreement or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

2.6.9 CERTIFICATES FOR PAYMENT

2.6.9.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts.

2.6.9.2 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 Subparagraph 2.6.5 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The 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.

2.6.9.3 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.

2.6.10 The Architect shall have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have 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.

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2.6.11 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, 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.

2.6.12 If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Architect shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

2.6.13 The Architect shall prepare Change Orders and Construction Change Directives, with supporting documentation and data if deemed necessary by the Architect as provided in Subparagraphs 3.1.1 and 3.3.3, for the Owner's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents.

2.6.14 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, shall 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 shall issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

2.6.15 The Architect shall interpret and decide matters concerning performance of the Owner and Contractor 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.

2.6.16 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 initial decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith.

2.6.17 The Architect shall render initial decisions on claims, disputes or other matters in question between the Owner and Contractor as provided in the Contract Documents. However, the Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

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2.6.18 The Architect's decisions on claims, disputes or other matters in question between the Owner and Contractor, except for those relating to aesthetic effect as provided in Subparagraph 2.6.17, shall be subject to mediation and arbitration as provided in this Agreement and in the Contract Documents.

ARTICLE 3 ADDITIONAL SERVICES

3.1 GENERAL

3.1.1 The services described in this Article 3 are not included in Basic Services unless so identified in Article 12, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services. The services described under Paragraphs 3.2 and 3.4 shall only be provided if authorized or confirmed in writing by the Owner. If services described under Contingent Additional Services in Paragraph 3.3 are required due to circumstances beyond the Architect's control, the Architect shall notify the Owner prior to commencing such services. If the Owner deems that such services described under Paragraph 3.3 are not required, the Owner shall give prompt written notice to the Architect. If the Owner indicates in writing that all or part of such Contingent Additional Services are not required, the Architect shall have no obligation to provide those services.

3.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES

3.2.1 If more extensive representation at the site than is described in Subparagraph 2.6.5 is required, the Architect shall provide one or more Project Representatives to assist in carrying out such additional on-site responsibilities.

3.2.2 Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefor as agreed by the Owner and Architect. The duties, responsibilities and limitations of authority of Project Representatives shall be as described in the edition of AIA Document B352 current as of the date of this Agreement, unless otherwise agreed.

3.2.3 Through the presence at the site of such Project Representatives, the Architect shall endeavor to provide further protection for the Owner against defects and deficiencies in the Work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Architect as described elsewhere in this Agreement.

3.3 CONTINGENT ADDITIONAL SERVICES

3.3.1 Making revisions in drawings, specifications or other documents when such revisions are:

- .1 inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program or Project budget;
- .2 required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; or
- .3 due to changes required as a result of the Owner's failure to render decisions in a timely manner.

3.3.2 Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, the Owner's schedule, or the method of bidding or negotiating and contracting for construction, except for services required under Subparagraph 5.2.5.

3.3.3 Preparing Drawings, Specifications and other documentation and supporting data, evaluating Contractor's proposals, and providing other services in connection with Change Orders and Construction Change Directives.

3.3.4 Providing services in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to Drawings, Specifications and other documentation resulting therefrom.

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3.3.5 Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

3.3.6 Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.

3.3.7 Providing services in evaluating an extensive number of claims submitted by the Contractor or others in connection with the Work.

3.3.8 Providing services in connection with a public hearing, a dispute resolution proceeding or a legal proceeding except where the Architect is party thereto.

3.3.9 Preparing documents for alternate, separate or sequential bids or providing services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase.

3.4 OPTIONAL ADDITIONAL SERVICES

3.4.1 Providing analyses of the Owner's needs and programming the requirements of the Project.

3.4.2 Providing financial feasibility or other special studies.

3.4.3 Providing planning surveys, site evaluations or comparative studies of prospective sites.

3.4.4 Providing special surveys, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.

3.4.5 Providing services relative to future facilities, systems and equipment.

3.4.6 Providing services to investigate existing conditions or facilities or to make measured drawings thereof.

3.4.7 Providing services to verify the accuracy of drawings or other information furnished by the Owner.

3.4.8 Providing coordination of construction performed by separate contractors or by the Owner's own forces and coordination of services required in connection with construction performed and equipment supplied by the Owner.

3.4.9 Providing services in connection with the work of a construction manager or separate consultants retained by the Owner.

3.4.10 Providing detailed estimates of Construction Cost.

3.4.11 Providing detailed quantity surveys or inventories of material, equipment and labor.

3.4.12 Providing analyses of owning and operating costs.

3.4.13 Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.

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3.4.14 Providing services for planning tenant or rental spaces.

3.4.15 Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.

3.4.16 Preparing a set of reproducible record drawings showing significant changes in the Work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.

3.4.17 Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.

3.4.18 Providing services after issuance to the Owner of the final Certificate for Payment, or in the absence of a final Certificate for Payment, more than 60 days after the date of Substantial Completion of the Work.

3.4.19 Providing services of consultants for other than architectural, structural, mechanical and electrical engineering portions of the Project provided as a part of Basic Services.

3.4.20 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

ARTICLE 4 OWNER'S RESPONSIBILITIES

4.1 The Owner shall provide full information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. The Owner shall furnish to the Architect, within 15 days after receipt of a written request, information necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

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

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

4.4 The Owner shall furnish surveys 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; 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.

4.5 The Owner shall furnish the services of geotechnical engineers when such services are requested by the Architect. Such services may include but are not limited to test borings, test pits,

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determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate recommendations.

4.6 The Owner shall furnish the services of consultants other than those designated in Paragraph 4.5 when such services are requested by the Architect and are reasonably required by the scope of the Project.

4.7 The Owner shall furnish structural, mechanical, and chemical tests; tests for air and water pollution; tests for hazardous materials; and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.

4.8 The Owner shall furnish all legal, accounting and insurance services that may be necessary at any time for the Project to meet the Owner's needs and interests. Such services shall include auditing services the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of the Owner.

4.9 The services, information, surveys and reports required by Paragraphs 4.4 through 4.8 shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

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

ARTICLE 5 CONSTRUCTION COST

5.1 DEFINITION

5.1.1 The Construction Cost 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.

5.1.2 The Construction Cost 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 contingencies shall be included for market conditions at the time of bidding and for changes in the Work.

5.1.3 Construction Cost 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 as provided in Article 4.

5.2 RESPONSIBILITY FOR CONSTRUCTION COST

5.2.1 Evaluations of the Owner's Project budget, the preliminary estimate of Construction Cost and detailed estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over 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 Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Architect.

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5.2.2 No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget, unless such fixed limit has been agreed upon in writing and signed by the parties hereto. If such a fixed limit has been established, 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 scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the Construction Cost to the fixed limit. Fixed limits, if any, shall be increased in the amount of an increase in the Contract Sum occurring after execution of the Contract for Construction.

5.2.3 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect changes in the general level of prices in the construction industry.

5.2.4 If a fixed limit of Construction Cost (adjusted as provided in Subparagraph 5.2.3) is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:

.1 give written approval of an increase in such fixed limit;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Paragraph 8.5; or
.4 cooperate in revising the Project scope and quality as required to reduce the Construction Cost.

5.2.5 If the Owner chooses to proceed under Clause 5.2.4.4, the Architect, without additional compensation, shall modify the documents for which the Architect is responsible under this Agreement as necessary to comply with the fixed limit, if established as a condition of this Agreement. The modification of such documents without cost to the Owner shall be the limit of the Architect's responsibility under this Subparagraph 5.2.5. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

ARTICLE 6 USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

6.1 Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to this Project. The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

6.2 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to reproduce the Architect's Instruments of Service solely for purposes of constructing, using and maintaining the Project, provided that the Owner shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. Any termination of this Agreement prior to completion of the Project shall terminate this license. Upon such termination, the Owner shall refrain from making further reproductions of Instruments of Service and shall return to the Architect within seven days of termination all originals and reproductions in the Owner's possession or control. If and upon the date the Architect is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.

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6.3 Except for the licenses granted in Paragraph 6.2, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. However, the Owner shall be permitted to authorize the Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the Work by license granted in Paragraph 6.2. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. The Owner shall not use the Instruments of Service for future additions or alterations to this Project or for other projects, unless the Owner obtains the prior written agreement of the Architect and the Architect's consultants. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

6.4 Prior to the Architect providing to the Owner any Instruments of Service in electronic form or the Owner providing to the Architect any electronic data for incorporation into the Instruments of Service, the Owner and the Architect shall by separate written agreement set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations or licenses not otherwise provided in this Agreement.

ARTICLE 7 DISPUTE RESOLUTION

7.1 MEDIATION

7.1.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

7.1.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

7.1.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

7.2 ARBITRATION

7.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with Paragraph 7.1.

7.2.2 Claims, disputes and other matters in question between the parties that are not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall

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be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association.

7.2.3 A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

7.2.4 No arbitration arising out of or relating to this Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement and signed by the Owner, Architect, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

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

7.3 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequencial damages due to either party's termination in accordance with Article 8.

ARTICLE 8 TERMINATION OR SUSPENSION

8.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, prior to suspension of services, the Architect shall give seven days' written notice to the Owner. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

8.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

8.3 If the Project is suspended or the Architect's services are suspended for more than 90 consecutive days, the Architect may terminate this Agreement by giving not less than seven days' written notice.

8.4 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

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8.5 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

8.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Paragraph 8.7.

8.7 Termination Expenses are in addition to compensation for the services of the Agreement and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

ARTICLE 9 MISCELLANEOUS PROVISIONS

9.1 This Agreement shall be governed by the law of the principal place of business of the Architect, unless otherwise provided in Article 12.

9.2 Terms in this Agreement shall have the same meaning as those in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

9.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Architect's services are substantially completed.

9.4 To the extent damages are covered by property insurance during construction, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

9.5 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to an institutional lender providing financing for the Project. In such event, the lender shall assume the Owner's rights and obligations under this Agreement. The Architect shall execute all consents reasonably required to facilitate such assignment.

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

9.7 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

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9.8 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

9.9 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

9.10 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates that would require knowledge, services or responsibilities beyond the scope of this Agreement.

ARTICLE 10 PAYMENTS TO THE ARCHITECT

10.1 DIRECT PERSONNEL EXPENSE

Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

10.2 REIMBURSABLE EXPENSES

10.2.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and Architect's employees and consultants directly related to the Project, as identified in the following Clauses:

- .1 transportation in connection with the Project, authorized out-of-town travel and subsistence, and electronic communications;
- .2 fees paid for securing approval of authorities having jurisdiction over the Project;
- .3 reproductions, plots, standard form documents, postage, handling and delivery of Instruments of Service;
- .4 expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .5 renderings, models and mock-ups requested by the Owner;
- .6 expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants;
- .7 reimbursable expenses as designated in Article 12;
- .8 other similar direct Project-related expenditures.

10.3 PAYMENTS ON ACCOUNT OF BASIC SERVICES

10.3.1 An initial payment as set forth in Paragraph 11.1 is the minimum payment under this Agreement.

10.3.2 Subsequent payments for Basic Services shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service, on the basis set forth in Subparagraph 11.2.2.

10.3.3 If and to the extent that the time initially established in Subparagraph 11.5.1 of this Agreement is exceeded or extended through no fault of the Architect, compensation for any services rendered during the additional period of time shall be computed in the manner set forth in Subparagraph 11.3.2.

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AIA DOCUMENT B151-1997
ABBREVIATED OWNER-ARCHITECT AGREEMENT

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10.3.4 When compensation is based on a percentage of Construction Cost 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 Subparagraph 11.2.2, based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent preliminary estimate of Construction Cost or detailed estimate of Construction Cost for such portions of the Project.

10.4 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

Payments on account of the Architect's Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.

10.5 PAYMENTS WITHHELD

No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect has been adjudged to be liable.

10.6 ARCHITECT'S ACCOUNTING RECORDS

Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of hourly rates or a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

ARTICLE 11 BASIS OF COMPENSATION

The Owner shall compensate the Architect as follows:

11.1 An Initial Payment of Dollars ($) shall be made upon execution of this Agreement and credited to the Owner's account at final payment.

11.2 BASIC COMPENSATION

11.2.1 For Basic Services, as described in Article 2, and any other services included in Article 12 as part of Basic Services, Basic Compensation shall be computed as follows:

(Insert basis of compensation, including stipulated sums, multiples or percentages, and identify phases to which particular methods of compensation apply, if necessary.)

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11.2.2 Where compensation is based on a stipulated sum or percentage of Construction Cost, progress payments for Basic Services in each phase shall total the following percentages of the total Basic Compensation payable:
(Insert additional phases as appropriate.)

Schematic Design Phase:	percent (%)
Design Development Phase:	percent (%)
Construction Documents Phase:	percent (%)
Bidding or Negotiation Phase:	percent (%)
Construction Phase:	percent (%)
Total Basic Compensation:	one hundred percent (100%)

11.3 COMPENSATION FOR ADDITIONAL SERVICES

11.3.1 For Project Representation Beyond Basic Services, as described in Paragraph 3.2, compensation shall be computed as follows:

11.3.2 For Additional Services of the Architect, as described in Articles 3 and 12, other than (1) Additional Project Representation, as described in Paragraph 3.2, and (2) services included in Article 12 as part of Basic Services, but excluding services of consultants, compensation shall be computed as follows:
(Insert basis of compensation, including rates and multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply, if necessary.)

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11.3.3 For Additional Services of Consultants, including additional structural, mechanical and electrical engineering services and those provided under Subparagraph 3.4.19 or identified in Article 12 as part of Additional Services, a multiple of ( ) times the amounts billed to the Architect for such services.
(Identify specific types of consultants in Article 12, if required.)

11.4 REIMBURSABLE EXPENSES

For Reimbursable Expenses, as described in Paragraph 10.2, and any other items included in Article 12 as Reimbursable Expenses, a multiple of ( ) times the expenses incurred by the Architect, the Architect's employees and consultants directly related to the Project.

11.5 ADDITIONAL PROVISIONS

11.5.1 If the Basic Services covered by this Agreement have not been completed within ( ) months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Subparagraphs 10.3.3 and 11.3.2.

11.5.2 Payments are due and payable ( ) days from the date of the Architect's invoice. Amounts unpaid ( ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of interest agreed upon.)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

11.5.3 The rates and multiples set forth for Additional Services shall be adjusted in accordance with the normal salary review practices of the Architect.

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ARTICLE 12 OTHER CONDITIONS OR SERVICES

(Insert descriptions of other services, identify Additional Services included within Basic Compensation and modifications to the payment and compensation terms included in this Agreement.)

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

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
(Printed name and title)	*(Printed name and title)*

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INSTRUCTION SHEET

FOR AIA DOCUMENT B155, STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ARCHITECT—1993 SMALL PROJECTS EDITION

A. GENERAL INFORMATION

1. Purpose

AIA Document B155 is a standard form of agreement between Owner and Architect intended for use on a Small Project; one that is modest in size and brief in duration. *WARNING: It may not be assumed that this document is a substitute for other AIA documents that are typically applicable to more complex projects. A business decision to use this document should be supplemented by advice from legal counsel.*

2. Related Documents

B155 is one of three documents that comprise the Small Projects family of documents. It has been developed for use with:

- AIA Document A105, Standard Form of Agreement Between Owner and Contractor for a Small Project—1993 Small Projects Edition;
- AIA Document A205, General Conditions of the Contract for Construction of a Small Project—1993 Small Projects Edition.

These documents are specifically coordinated for use as a set. Within a document family, common definitions and parallel phrasing combine to form a consistent structure in support of all the major contractual relationships on a construction project. Although A105, A205 and B155 may share some similarities with other AIA documents, the Small Project documents should NOT be used in tandem with other AIA document families without careful side-by-side comparison of contents. In addition, B155 adopts the A205 document by reference as it pertains to the Architect's responsibilities in administration of the construction contract between Owner and Contractor.

3. Alternate Dispute Resolution (ADR) Methods

In order to maintain the condensed nature of this document, arbitration and other ADR provisions have been omitted. ADR provisions may be added to B155 under Article 7. To obtain a copy of the Construction Industry Arbitration Rules or Mediation Rules, write to the American Arbitration Association, 140 West 51st Street, New York, NY 10020-1203.

4. Use of Non-AIA Forms

If a combination of AIA documents and non-AIA documents is to be used, particular care must be taken to achieve consistency of language and intent. Of particular concern is the need for consistency between the Owner-Architect Agreement and the anticipated General Conditions of the Contract for Construction in the delineation of the Architect's Construction Phase services and responsibilities.

5. Letter Forms of Agreement

Letter forms of agreement are generally discouraged by the AIA, as is the performance of a part or the whole of professional services based on oral agreements or understandings.

6. Use of Current Documents

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B. CHANGES FROM THE PREVIOUS EDITION

AIA Document B155 is a first edition, and as such, has no direct predecessor.

C. COMPLETING THE B155 FORM

1. Modifications

Users are encouraged to consult an attorney before completing an AIA document. Particularly with respect to professional licensing laws, duties imposed by building codes, interest charges, and indemnification, this document may require modification with the assistance of legal counsel to fully comply with state or local laws regulating these matters.

Generally, necessary modifications to B155 may be accomplished by writing or typing the appropriate terms in the blank spaces provided on the form, or by supplementary conditions, special conditions or amendments referenced in B155. The document may also be modified by striking out language directly on the original form. Care must be taken in making these kinds of deletions, however. Under NO circumstances should printed language be struck out in such a way as to render it illegible (as, for example, with blocking tape, correction fluid or Xs that completely obscure the text). This may raise suspicions of fraudulent concealment or suggest that the completed and signed document has been tampered with. Handwritten changes should be initialed by both parties to the contract.

It is definitely not recommended practice to retype a standard document. Besides being outside the limited license for reproduction granted under these Instructions, retyping can introduce typographical errors and cloud the legal interpretation given to a standard clause when blended with modifications. Retyping eliminates one of the principal advantages of the standard form documents. By merely reviewing the modifications to be made to a standard form document, parties familiar with that document can quickly understand the essence of the proposed relationship. Commercial exchanges are greatly simplified and expedited, good-faith dealing is encouraged, and otherwise latent clauses are exposed for scrutiny. In this way, contracting parties can more confidently and fairly measure their risks.

2. Cover Page

Please review the note above the space provided for insertion of a warning statement, and on the advice of legal counsel, insert any necessary statements or disclosures. In some states, such statements or disclosures are to be entered above the signature blocks on page 5.

Date: The date represents the date the Agreement becomes effective. It may be the date that an original oral agreement was reached, the date the Agreement was originally submitted to the Owner, the date authorizing action was taken or the date of actual execution. Professional services should not be performed prior to the effective date of the Agreement.

Identification of Parties: Parties to this Agreement should be identified using the full address and legal name under which the Agreement is to be executed.

Project Description: The proposed Project should be described in sufficient detail to identify (1) the official name or title of the facility; (2) the location of the site, if known; (3) the proposed building type and usage; and (4) the size, capacity or scope of the project.

3. Article 6: Payments and Compensation to the Architect

Paragraph 6.1

Insert the method(s) of compensation selected. Sample language is provided below for describing four methods of computing compensation.

Multiple of Direct Personnel Expense: "Compensation for services rendered by principals, employees and professional consultants shall be based on a Multiple of Direct Personnel Expense. Direct Personnel Expense is the direct salaries of the architect's personnel engaged on the project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statuatory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits."

Professional Fee Plus Expenses: "Compensation shall be a Fixed Fee of Dollars ($), plus compensation for services rendered by Principals, employees and professional consultants."

Stipulated Sum: "Compensation shall be a stipulated sum of Dollars ($)."

Percentage of Construction Cost: "Compensation shall be based on percent (%) of Construction Cost. The Construction Cost shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Architect and 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, plus a reasonable allowance for the Contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work during construction. The Construction Cost, however, does not include the compensation of the Architect and Architect's consultants, the costs of the land, rights-of-way, financing or other costs which are the responsibility of the Owner."

After selecting the method of compensation, insert the dollar amount of the retainer, if any.

Paragraph 6.2

Insert the multiple to be used to determine the amount due the Architect, Architect's employees or consultants for Reimbursable Expenses.

Paragraph 6.3

Insert the number of months beyond which the Architect's compensation shall be appropriately adjusted.

Paragraph 6.4

Insert the rate of interest agreed upon or leave blank to select the legal rate of interest.

4. Article 7—Other Provisions

Insert provisions, if any, on Additional Services, special compensation arrangements, the employment of other consultants, choice of dispute resolution method or insurance provisions.

D. EXECUTION OF THE AGREEMENT

Persons executing the Agreement should indicate the capacity in which they are acting (i.e., president, secretary, partner, etc.) and the authority under which they are executing the Agreement. Where appropriate, a copy of the resolution authorizing the individual to act on behalf of the firm or entity should be attached.

AIA Document B155

Standard Form of Agreement Between Owner and Architect for a Small Project

1993 SMALL PROJECTS EDITION

Because this document has important legal consequences, we encourage you to consult with an attorney before signing it. Some states mandate a cancellation period or require other specific disclosures, including warnings for home improvement contracts, when a document such as this will be used for Work on the Owner's personal residence. Your attorney should insert all language required by state or local law to be included in this Agreement. Such statements may be entered in the space provided below, or if required by law, above the signatures of the parties.

This **AGREEMENT** is made:
(Date)

BETWEEN the Owner:

and the Architect:

for the following Project:

The Owner and Architect agree as follows.

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ARTICLE 1

ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the project, including normal structural, mechanical and electrical design services. Services shall be performed in a manner consistent with professional skill and care.

1.1 During the Design Phase, the Architect shall perform the following tasks:

.1 describe the project requirements for the Owner's approval;

.2 develop a design solution based on the approved project requirements;

.3 upon the Owner's approval of the design solution, prepare Construction Documents indicating requirements for construction of the project;

.4 assist the Owner in filing documents required for the approval of governmental authorities; and

.5 assist the Owner in obtaining proposals and award contracts for construction.

1.2 During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is described in this Agreement and in AIA Document A205, General Conditions of the Contract for Construction of a Small Project. Unless otherwise agreed, the Architect's services during construction include visiting the site, reviewing and certifying payments, reviewing the Contractor's submittals, rejecting noncomforming Work, and interpreting the Contract Documents.

ARTICLE 2

OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the project, and shall establish a budget with reasonable contingencies that meets the project requirements. The Owner shall furnish surveying, geotechnical engineering and environmental testing services upon request by the Architect. The Owner shall employ a contractor to perform the construction Work and to provide cost-estimating services. The Owner shall furnish for the benefit of the project all legal, accounting and insurance counseling services.

ARTICLE 3

USE OF ARCHITECT'S DOCUMENTS

Documents prepared by the Architect are instruments of service for use solely with respect to this project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall not reuse or permit the reuse of the Architect's documents except by mutual agreement in writing.

ARTICLE 4

TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the project, the Architect shall be equitably compensated for services performed. Failure of the Owner to make payments to the Architect in accordance with this Agreement shall be considered substantial nonperformance and is sufficient cause for the Architect to either suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the other party substantially fails to perform in accordance with the terms of this Agreement.

ARTICLE 5

MISCELLANEOUS PROVISIONS

5.1 This Agreement shall be governed by the law of the location of the project.

5.2 Terms in this Agreement shall have the same meaning as those in AIA Document A205, General Conditions of the Contract for the Construction of a Small Project, current as of the date of this Agreement.

5.3 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to this Agreement. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

5.4 The Architect and Architect's consultants shall have no responsibility for the identification, discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the project site.

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ARTICLE 6

PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Owner shall compensate the Architect as follows.

6.1 The Architect's Compensation shall be:
(Indicate method of compensation.)

of which an initial payment retainer of dollars ($)
shall be paid upon execution of this Agreement and shall be credited to the final payment.

6.2 The Architect shall be reimbursed for expenses incurred in the interest of the project, plus an administrative fee of percent (%).

(List reimbursable items.)

6.3 If through no fault of the Architect the services covered by this Agreement have not been completed within ( ) months of the date hereof, compensation for the Architect's services beyond that time shall be appropriately adjusted.

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

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision.)

6.5 Architectural services not covered by this Agreement include, among others, revisions due to changes in the scope, quality or budget. The Architect shall be paid additional fees for these services based on the Architect's hourly rates when the services are performed.

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ARTICLE 7

OTHER PROVISIONS

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

This Agreement entered into as of the day and year first written above.
(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

OWNER	ARCHITECT
(Signature)	*(Signature)*
(Printed name, title and address)	*(Printed name, title and address)*

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INSTRUCTION SHEET

FOR AIA DOCUMENT B163, STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ARCHITECT FOR DESIGNATED SERVICES—1993 EDITION

A. GENERAL INFORMATION

1. Purpose

AIA Document B163 replaces the 1977 editions of AIA Documents B161 and B162. This new document addresses a broad range of services and allows for flexibility in the assignment of responsibilities. B163 provides users with a means of identifying the specific services required for a given Project, as well as a method of determining appropriate compensation for such services in the process of contract negotiation. Detailed descriptions of Basic and Supplementary Services are provided in terms of their component parts, allowing for more accurate cost analysis and a clear delineation of required tasks.

2. Related Documents

B163 is designed for use in conjunction with AIA Document A201, General Conditions of the Contract for Construction, and AIA Document A271, General Conditions of the Contract for Furniture, Furnishings and Equipment; both of which it incorporates by reference. It can be used with Architect-Consultant agreements such as AIA Documents C141, C142, C161, C431 or C727, as well as with C801 for Joint Ventures. B163 can also be used for Project Representative Services in conjunction with AIA Document B352.

3. Arbitration

Part 3 of this document incorporates ARBITRATION by adoption of the Construction Industry Arbitration Rules of the American Arbitration Association. Arbitration is BINDING AND MANDATORY in most states and under the Federal Arbitration Act. In a minority of states, arbitration provisions relating to future disputes are not enforceable, but arbitration is enforceable if agreed to after the dispute arises. In addition, provisions for mediation as a potential precursor to arbitration have been added in Part 3. A few states require that the contracting parties be especially notified when the written contract contains an arbitration provision by: a warning on the face of the document, specific placement of the arbitration provision within the document or specific discussions among the parties prior to signing the document.

Arbitration provisions have been included in most AIA contract forms since 1888 in order to encourage alternative dispute resolution procedures and to provide users of AIA documents with legally enforceable arbitration provisions when parties choose to adopt arbitration into their contract. Individuals may, however, choose to delete the arbitration provisions based upon their business decisions with the advice of counsel. To obtain a copy of the Construction Industry Arbitration Rules, write to the American Arbitration Association, 140 West 51st Street, New York, NY 10020-1203.

4. Use of Non-AIA Forms

If a combination of AIA documents and non-AIA documents is to be used, particular care must be taken to achieve consistency of language and intent. Certain owners require the use of owner-architect agreements and other contract forms that they prepare. Such forms should be carefully compared to the standard AIA forms for which they are being substituted before execution of an agreement. If there are any significant omissions, additions or variances from the terms of the related standard AIA forms, both legal and insurance counsel should be consulted. Of particular concern is the need for consistency between the Owner-Architect Agreement and the anticipated General Conditions of the Contract for Construction in the delineation of the Architect's Construction Phase services and responsibilities.

5. Letter Forms of Agreement

Letter forms of agreement are generally discouraged by the AIA, as is the performance of a part or the whole of professional services based on oral agreements or understandings. The standard AIA agreement forms have been developed through more than eighty years of experience and have been tested repeatedly in the courts. In addition, the standard forms have been carefully coordinated with other AIA documents.

6. Use of Current Documents

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B. CHANGES FROM THE PREVIOUS EDITION

1. Format Changes

AIA Document B163 is essentially a new document, reflecting a compilation and revision of its two direct predecessors, B161 and B162. B163 emphasizes services and compensation by locating them near the beginning of the document, while placing the terms and conditions toward the end. A third section has been added to promote clarity and a more comprehensive approach to the document's use in architectural practice. The three parts comprising B163 are:

Part 1—Form of Agreement
Part 2—Descriptions of Designated Services
Part 3—Terms and Conditions

The former schedule of services found in the previous edition of AIA Document B162 has been condensed to two pages and is found in Part 1 of B163. This new schedule reflects the major subheadings (categories of service) found in Part 2, and may be separated out for ease of use.

2. Changes in Content

The 1993 edition of B163 has been revised to reflect changes made in the 1987 editions of AIA documents. In addition, other changes have been made as follows:

Part 1—Form of Agreement

Article 1.1: Schedule of Designated Services
The matrix found on pages two and three provides double columns that can be used to allocate responsibility (R) and method of compensation (M) for each of eight phases of service. Designated Services are divided into seven major categories and 53 subcategories. Page 3 contains Supplemental Services, which may be considered the ninth phase for purposes of this document.

Part 2—Descriptions of Designated Services

Article 2.2: Phases of Designated Services
Descriptions have been simplified and provisions for identifying fast-track services have been added.

Article 2.3: Descriptions of Designated Services
Project Administration and Management Services have been omitted from the descriptions of services under each phase.

Pre-Design Services
Under Pre-Design Services, additions have been made to both Programming and Site Development services, including a new description of geotechnical engineering and site survey work. Under Design, a new description of Special Design/Documentation has been added to address special bidding conditions. Under Contract Administration, new services have also been added for Furniture, Furnishings & Equipment (FF&E) Installation Administration, as well as new descriptions of services formerly found in B161 under the Construction Phase.

Article 2.4: Description of Supplemental Services
In addition to the inclusion of new descriptions for supplemental FF&E Services, this Article now includes extended contract administration/management services, including descriptions of services often found in agreements where the Architect performs construction management services.

Part 3—Terms and Conditions

Article 3.1: Architect's Responsibilities
In addition to those services itemized in the Schedule of Designated Services, conditions that may result in Contingent Additional Services are briefly listed in this article.

Article 3.2: Owner's Responsibilities
This article includes responsibilities identified in Article 1.1, Schedule of Designated Services. It also describes responsibilities for FF&E installation, space arrangements and removal of existing facilities.

Article 3.3: Contract Administration
As is the case with AIA Document A271, Article 3.3 contains provisions for administration of the Contract for Furniture, Furnishings and Equipment, including limitations of the Architect's responsibilities when assisting the Owner in coordinating delivery and installation schedules. Limitations of the Architect's duties with respect to receipt, inspection and acceptance of FF&E are also included herein.

Article 3.7: Dispute Resolution
This article incorporates mediation prior to arbitration for dispute resolution, and provides for joinder of arbitration with an entity with whom the Architect has a contractual obligation to arbitrate.

Article 3.8: Miscellaneous Provisions
A subparagraph within this article provides for indemnification by the Owner of the Architect if services related to hazardous materials are required.

C. COMPLETING THE B163 FORM

1. Modifications

Users are encouraged to consult an attorney before completing an AIA document. Particularly with respect to professional licensing laws, duties imposed by building codes, interest charges, arbitration and indemnification, this document may require modification with the assistance of legal counsel to fully comply with state or local laws regulating these matters.

Generally, necessary modifications may be accomplished by writing or typing the appropriate terms in the blank spaces provided on the form, or by supplementary conditions, special conditions or amendments referenced in this document. The form may also be modified by striking out language directly on the original form. Care must be taken in making these kinds of deletions, however. Under NO circumstances should printed language be struck out in such a way as to render it illegible (as, for example, with blocking tape, correction fluid or Xs that completely obscure the text). This may raise suspicions of fraudulent concealment, or suggest that the completed and signed document has been tampered with. Handwritten changes should be initialed by both parties to the contract.

It is definitely not recommended practice to retype the standard document. Besides being outside the limited license for reproduction granted under these Instructions, retyping can introduce typographical errors and cloud the legal interpretation given to a standard clause when blended with modifications. Retyping eliminates one of the principal advantages of the standard form documents. By merely reviewing the modifications to be made to a standard form document, parties familiar with that document can quickly understand the essence of the proposed relationship. Commercial exchanges are greatly simplified and expedited, good-faith dealing is encouraged, and otherwise latent clauses are exposed for scrutiny. In this way, contracting parties can more confidently and fairly measure their risks.

2. Cover Page

Date: The date represents the date the Agreement becomes effective. It may be the date that an original oral agreement was reached, the date the Agreement was originally submitted to the Owner, the date authorizing action was taken or the date of actual execution. Professional services should not be performed prior to the effective date of the Agreement.

Identification of Parties: Parties to this Agreement should be identified using the full address and legal name under which the Agreement is to be executed, including a designation of the legal status of both parties (sole proprietorship, partnership, joint venture, unincorporated association, limited partnership or corporation [general, close or professional], etc.). Where appropriate, a copy of the resolution authorizing the individual to act on behalf of the firm or entity should be attached.

Project Description: The proposed Project should be described in sufficient detail to identify (1) the official name or title of the facility, (2) the location of the site, if known, (3) the proposed building type and usage, and (4) the size, capacity or scope of the Project, if known.

3. Part 1—Form of Agreement

Article 1.1: Schedule of Designated Services

The matrix that constitutes the Schedule of Designated Services shows the interconnections between services, phasing of services, method of compensation and the parties' respective responsibilities under the Agreement. As the key instrument in the B163 Document, this matrix should be signed only upon completion of a detailed analysis of time and cost estimates associated with the designated services selected. If the Architect wishes, the detailed estimates may also be utilized in management of time and cost budgets for staff and consultants. The process of completing the matrix may be expedited in part through use of the Compensation Worksheet provided on page 6 of these Instructions.

The analytical procedure required to complete the Schedule of Designated Services is as follows:

Step 1: Using the matrix, the Owner and Architect record their preliminary understanding of the scope of designated services required for their particular Project. It is contemplated that services will be required of *both* the Owner and Architect. Mark boxes in the "R" (Responsibility) column "O" or "A" accordingly; regardless of whether such services are provided in-house or by independent consultants, contractors or other persons or entities retained by either the Owner or Architect. If a service or an entire phase of services is *not* to be provided by either the Owner or Architect, indicate this by placing an "N" in the corresponding box(es).

Services by Others: If services will be provided by persons or entities who are not under the direct or indirect control of either party, indicate this in the Remarks and Exceptions column and describe more fully in Article 1.6, Other Conditions and Services.

Shared Services: When a particular service will be a shared responsibility of both parties, indicate the party with primary responsibility in the respective box. Note the other party's shared responsibility in the Remarks and Exceptions column and describe more fully in Article 1.6.

New Services: Services or phases not described in B163 can be added under Supplemental Services in the section of the matrix titled Other Services. Descriptions of those services or phases should then be included in Article 1.6, Other Conditions and Services.

New Additional Services: When the need for certain services cannot be determined at the outset of the Project, but it is anticipated that such services may be needed during the Project, indicate the responsible party. If the Architect is to be responsible, note in the Remarks and Exceptions column that separate authorization and compensation will be required prior to the Architect's performance of such services.

Out-of-Phase Services: To assist the parties in identifying services that are out of the normal sequence of phasing, such as may occur in fast-track delivery, the matrix has been shaded in those areas. When such services will be provided, reference should be made to Subparagraph 2.2.9.2 and the methods for assigning responsibility and compensation should be described under Article 1.6, Other Conditions and Services.

Step 2: Taking the preliminary understanding shown on the partially completed matrix, the Architect may use the Compensation Worksheet(s) to prepare an estimate of hours needed for each service according to the various classifications of personnel or consultants. Compensation including estimated reimbursables may then be calculated based upon hourly rates as provided in the example below. The classification of personnel is dependent upon the particular requirements of a given firm. By categorizing staff according to salary levels instead of function, an Architect can more accurately estimate the compensation and budget for a particular project. An example of possible classifications of personnel is provided in the five categories shown below.

1. PRINCIPAL—includes owner, partner, corporate officer and participating associate.
2. SUPERVISORY—includes general manager, department head, project manager, project architect and project engineer.
3. TECHNICAL I—includes senior professional staff who may often be licensed, highly skilled specialists, job captains, senior designers, senior drafters, senior planners, senior specifiers or senior construction administrators.

4. TECHNICAL II—includes technical staff who are usually unlicensed, hold intermediate-level positions relative to those listed in Technical I, and may also include managers of clerical staff.

5. TECHNICAL III—includes other technical staff who occupy junior-level positions relative to those listed in Technical I, as well as secretarial or clerical staff and office assistants.

When specific personnel will be assigned to the Project, the individual hourly rates of those personnel may be used as an alternative to the generic classifications described above.

Step 3: Upon completion of the time and cost analysis, summarize the compensation values from the Compensation Worksheets to obtain a total compensation package and present this summary to the Owner. Further revisions may occur at this point, whereupon the parties may choose to adjust the Schedule of Designated Services.

Step 4: When negotiations are concluded, the Schedule of Designated Services should be fully completed by adding the methods of compensation to be applied for each service as set forth in Article 1.2, Compensation. This can be accomplished by noting the numerical symbol (1 through 8) for each service to be provided in its corresponding box under the column marked "M." The Owner and Architect should then sign the matrix and execute of the remainder of B163. The date entered on the Schedule should match the date of the Agreement as entered on page 2.

Article 1.2: Compensation

Paragraph 1.2.1 Insert the method(s) of compensation selected according to Step 2 of these Instructions for Article 1.1, above. Sample language is provided below for describing the methods of computing compensation.

Multiple of Direct Personnel Expense: "Compensation for services rendered by principals and employees shall be based on a Multiple of ( ) times the Direct Personnel Expense as defined in Paragraph 3.6.1 and based upon the following classifications:

1. Principals' time at the fixed rate of Dollars ($) per hour.
   The principals are: *(List principals.)*

2. Supervisory personnel time at the fixed rate of Dollars ($) per hour.
   The Supervisory personnel include: *(List those personnel by name or job title, such as Project Architect.)*

3. Technical Level I personnel time at the fixed rate of Dollars ($) per hour.
   The Technical Level I personnel include: *(List those personnel by name or job title, such as Senior Designer.)*

4. Technical Level II personnel time at the fixed rate of Dollars ($) per hour.
   The Technical Level II personnel include: *(List those personnel by name or job title, such as Junior Designer.)*

5. Technical Level III personnel time at the fixed rate of Dollars ($) per hour.
   The Technical Level III personnel include: *(List those personnel by name or job title, such as Typist.)*."

If a multiple of direct salaries is used, the term "Direct Salaries" should be substituted for Direct Personnel and the reference to Paragraph 3.6.1 should be deleted.

If professional consultants are to be paid on the same basis as the Architect's principals and employees, those consultants may be listed and categorized in a similar manner as shown in the above classifications.

Professional Fee Plus Expenses: "Compensation shall be a Fixed Fee of Dollars ($) plus compensation for services rendered by principals, employees and professional consultants based upon the following classifications." (Utilizing the classifications shown above in these Instructions, include professional consultants in the categories, and insert those classifications following the quoted text.)

Stipulated Sum: "Compensation shall be a stipulated sum of Dollars ($)."

Percentage of Construction Cost: "Compensation shall be based on one of the following Percentages of Construction Cost, as defined in Article 3.5, for portions of the Project to be awarded under:

A single stipulated-sum construction contract:	percent(	%)
Separate stipulated-sum construction contracts:	percent(	%)
A single cost-plus construction contract:	percent(	%)
Separate cost-plus construction contracts:	percent(	%)."

Paragraph 1.2.2
Insert the basis of compensation using the example shown for Multiple of Direct Personnel Expenses in these Instructions under Paragraph 1.2.1 to identify principals and to classify employees, if required.

Paragraph 1.2.3
Insert the basis of compensation using the examples shown in these Instructions under Paragraph 1.2.1 to identify or classify consultants, if required. Specific consultants may also be identified in Article 1.6.

Paragraph 1.2.4
Insert the multiple to be used in determining the amount due the Architect, Architect's employees or consultants for Reimbursable Expenses.

Paragraph 1.2.5
Insert the number of months beyond which the Architect shall be compensated for Designated Services on the same basis used for Contingent Additional Services.

Article 1.3: Payments

Paragraph 1.3.1
Insert the dollar amount of the initial payment.

Paragraph 1.3.2
For compensation based on a stipulated sum or percentage of Construction Cost, insert the percentages or total payment payable for each separate phase of services.

Paragraph 1.3.3
Insert the number of days from the invoice date that payments are due, the number of days after the invoice date that interest will begin to accrue and the rate of interest agreed upon.

Article 1.4: Time and Cost

Paragraph 1.4.1
Insert a time requirement, if applicable, in the form of a schedule.

Paragraph 1.4.3
Insert a fixed limit for the Cost of the Work, if one is required and has been mutually agreed upon. If not, enter "N/A" or "not applicable."

Article 1.5: Enumeration of Documents

Paragraph 1.5.1.4
Insert and describe any additional documents intended for use as exhibits to this Agreement.

Article 1.6: Other Conditions or Services

Insert provisions, if any, on additional phases of service, special compensation arrangements, other consultants or the selection of a project delivery method. Enumerate modifications to the Descriptions of Services or to the Terms and Conditions, or any other conditions that apply.

D. EXECUTION OF THE AGREEMENT

Persons executing the Agreement should indicate the capacity in which they are acting (i.e., president, secretary, partner, etc.) and the authority under which they are executing the Agreement. Where appropriate, a copy of the resolution authorizing the individual to act on behalf of the firm or entity should be attached.

E. COMPLETING THE COMPENSATION WORKSHEET

On the following pages, you will find a Compensation Worksheet for use in estimating Project costs and appropriate compensation. Page 6 provides a sample completed Worksheet, containing figures that are not intended to reflect actual practice, but are provided simply as a means of illustrating the procedure for performing calculations. Page 7 may be reproduced by purchasers of this document for use on a specific project in order to perform calculations for all phases of service.

1. Beginning at the top-right section of the Worksheet, fill in the phase number (e.g., 1 through 9 as shown in Article 1.1) and its title (Pre-Design, Contract Documents, etc.). In each block of the section entitled "Number", enter this Phase number together with the appropriate Designated or Supplemental Service numbers (.01 through .83) for the services to be provided within this phase. For example, if an employee or department is to provide electrical design services during Phase 4, enter "4.26" in the Number block, and vertically fill in the Service By Title block below it with "Electrical Design/Documentation". Remember that the 83 service titles shown in Article 1.1, Schedule of Designated Services, correspond to the titles found in Part 2—Descriptions of Designated Services.

2. For In-House Personnel, determine the personnel (or categories of personnel) who will be providing services during this phase. You may use the five categories shown on pages 3 and 4 of these Instructions or your own internal designations—whichever works best. Enter the personnel designation (such as "Technical II" or "Bob") under "Item" for lines 1 through 5, together with the corresponding hourly rate.

3. Determine a viable estimate of time to be spent by *each category* of personnel on the particular services identified, and enter these figures under "Hrs.". Multiply the estimated time requirement by the corresponding hourly rate inserted for line items 1-5 and enter these figures in the "$" blocks. Some blocks for Hrs. and $ will be blank when an employee or department is not involved in providing a particular service, while others may require the time and charges of some or all personnel listed within a given phase.

4. Once the time and cost estimates have been entered, add these figures on the horizontal to determine Total Hours and Total Dollars for each personnel category listed in line items 1 through 5. Then add the time and cost required for *each service* on the vertical, and enter these figures in the rows marked "Sub-Total". When all figures are summed, you will have the Total Hours and Total Dollars to be entered on line 6 for Direct In-House Salary Expense.

5. Enter any applicable figures for line items 8 and 9, add lines 6, 8 and 9, and enter the total on line 10. Alternatively, if line 7, Direct Personnel Expense is used, take the dollar figure entered on line 6, multiply it by a percentage that reflects any applicable items shown in footnote 1, and enter the result on line 7. Add lines 7, 8 and 9, and enter the total on line 10. You should now have a fairly accurate representation of in-house expense to be incurred for a given phase, prior to the addition of any applicable line items described below.

6. Lines 7 through 9, line 11, and lines 13 through 16 are optional, and should be filled in according to the firm's established practice. If Outside Services Expense is incurred, you may use the calculation method described above, or enter a lump sum figure representing services rendered.

COMPENSATION WORKSHEET

PHASE: 4 DESIGN DEVELOPMENT

Project: FRANKLIN ELEMENTARY

Project # 9301 Date: 6-30-93

Owner: ALTON SCHOOL DISTRICT

Architect: APPEL & BARTLETT

SERVICE BY TITLE		4.01 PROJECT ADMIN	4.02 COORDINATION	4.05 SCHEDULE	4.06 COST EST.	4.23 ARCH. DESIGN	4.25 MECH. DESIGN	4.26 ELECT. DESIGN	4.31 RESEARCH/SPEC.	4.61 GRAPHICS	TOTAL HOURS	TOTAL DOLLARS	ITEM	LINE
IN-HOUSE PERSONNEL	Hrs.	10	10	20	5	30			5	20	100	2000	PRINCIPAL @ $ 20	1
	$	200	200	400	100	600			100	400				
	Hrs.	20	20	40	10	60			10	40	200	3000	SUPERV. @ $ 15	2
	$	300	300	600	150	900			150	600				
	Hrs.	40	40	80	20	120			20	80	400	4000	TECH. I @ $ 10	3
	$	400	400	800	200	1200			200	800				
	Hrs.	20	20	—	—	60			10	40	150	750	TECH. II @ $ 5	4
	$	100	100	—	—	300			20	200				
	Hrs.	10	—	—	—	50			20	—	80	80	TECH. III @ $ 1	5
	$	10	—	—	—	50			20	—				
Sub-Total	Hrs.	100	90	140	35	320			65	180				
	$	1010	1000	1800	450	3050			320	2000	930	9830	Direct In-house Salary Expense	6
												—	Direct Personnel Expense [1]	7
												14745	Indirect Expense [2] @150% of #6	8
												1228	Other Nonreimbursable Direct Expense [3] @5% of #6+8	9
												25803	Total In-House Expense #6+8+9	10
OUT-SIDE	Hrs.											1300	Outside Services Expense	11
	$													
Total	Hrs.											30803	Estimated Total Expense	12
	$													
REMARKS:												5000	Contingency	13
												10000	Profit	14
												45803	Proposed Compensation	15
												1000	Estimated Reimbursable Expense	16

9830 Direct In-house Salary Expense

12287 Direct 12.5% Personnel Expense

2458 Indirect Expense @20% of #7

1228 Other Nonreimbursable Direct Expense

25803 Total In-House

1500

ALTERNATIVE COMPUTATION

[1] *Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged in the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, pensions and similar contributions and benefits. (See also Paragraph 3.6.1.)*

[2] *Indirect Expense is defined as all expenses not directly allocable to specific projects and synonymous with overhead.*

[3] *Other Nonreimbursable Direct Expense covers the direct expenses not otherwise included in personnel and outside expenses, such as reproduction of documents for in-house use, unreimbursed travel and items paid on behalf of the client without specific reimbursement therefor.*

COMPENSATION WORKSHEET										PHASE:			
NUMBER													
SERVICE BY TITLE										Project:			
										Project # Date:			
										Owner:			
										Architect:			
										TOTAL HOURS	TOTAL DOLLARS	ITEM	LINE
IN-HOUSE PERSONNEL	Hrs.												
	$											@ $	1
	Hrs.												
	$											@ $	2
	Hrs.												
	$											@ $	3
	Hrs.												
	$											@ $	4
	Hrs.												
	$											@ $	5
Sub-Total	Hrs.												
	$											Direct In-house Salary Expense	6
												Direct Personnel Expense [1]	7
												Indirect Expense [2]	8
												Other Nonreimbursable Direct Expense [3]	9
												Total In-House Expense	10
OUT-SIDE	Hrs.												
	$											Outside Services Expense	11
Total	Hrs.												
	$											Estimated Total Expense	12
REMARKS:												Contingency	13
												Profit	14
												Proposed Compensation	15
												Estimated Reimbursable Expense	16

[1] *Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged in the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, pensions and similar contributions and benefits. (See also Paragraph 3.6.1.)*

[2] *Indirect Expense is defined as all expenses not directly allocable to specific projects and synonymous with overhead.*

[3] *Other Nonreimbursable Direct Expense covers the direct expenses not otherwise included in personnel and outside expenses, such as reproduction of documents for in-house use, unreimbursed travel and items paid on behalf of the client without specific reimbursement therefor.*

PERMISSION TO REPRODUCE: For purposes of estimating the time and costs associated with a specific project, users of this document are permitted to make any necessary copies of the above Compensation Worksheet.

AIA Document B163

Standard Form of Agreement Between Owner and Architect with Descriptions of Designated Services and Terms and Conditions

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.

1993 EDITION

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AIA Document B163—PART 1

FORM OF AGREEMENT
Between Owner and Architect for Designated Services

AGREEMENT

made as of the day of in the year of
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name and address)

and the Architect:
(Name and address)

For the following Project:
(Include a detailed description of Project, location, address and scope.)

The Owner and the Architect agree as set forth below.

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ARTICLE 1.1: SCHEDULE OF DESIGNATED SERVICES

PROJECT:

PROJECT #:

DATE:

Pre-Design Phase
Site Analysis Phase
Schematic Design Phase
Design Development Phase
Contract Documents Phase
Bidding or Negotiations Phase
Contract Administration Phase
1 2 3 4 5 6 7 8 Post-Contract Phase

*R: RESPONSIBILITY **M: METHOD OF COMPENSATION

		R	M	R	M	R	M	R	M	R	M	R	M	R	M	R	M	Remarks and Exceptions
Project Admin. & Mgmt. Services	.01 Project Administration																	
	.02 Disciplines Coordination/Document Checking																	
	.03 Agency Consulting/Review/Approval																	
	.04 Owner-Supplied Data Coordination																	
	.05 Schedule Development/Monitoring																	
	.06 Preliminary Estimate of Cost of the Work																	
	.07 Presentation																	
Pre-Design Services	.08 Programming																	
	.09 Space Schematics/Flow Diagrams																	
	.10 Existing Facilities Surveys																	
	.11 Marketing Studies																	
	.12 Economic Feasibility Studies																	
	.13 Project Financing																	
Site Development Services	.14 Site Analysis and Selection																	
	.15 Site Development Planning																	
	.16 Detailed Site Utilization Studies																	
	.17 On-Site Utility Studies																	
	.18 Off-Site Utility Studies																	
	.19 Environmental Studies and Reports																	
	.20 Zoning Processing Assistance																	
	.21 Geotechnical Engineering																	
	.22 Site Surveying																	
Design Services	.23 Architectural Design/Documentation																	
	.24 Structural Design/Documentation																	
	.25 Mechanical Design/Documentation																	
	.26 Electrical Design/Documentation																	
	.27 Civil Design/Documentation																	
	.28 Landscape Design/Documentation																	
	.29 Interior Design/Documentation																	
	.30 Special Design/Documentation																	
	.31 Materials Research/Specifications																	
Bidding or Negotiation Services	.32 Bidding Materials																	
	.33 Addenda																	
	.34 Bidding/Negotiation																	
	.35 Analysis of Alternates/Substitutions																	
	.36 Special Bidding																	
	.37 Bid Evaluation																	
	.38 Contract Award																	
Contract Administration Services	.39 Submittal Services																	
	.40 Observation Services																	
	.41 Project Representation																	
	.42 Testing and Inspection Administration																	
	.43 Supplemental Documentation																	
	.44 Quotation Requests/Change Orders																	
	.45 Contract Cost Accounting																	
	.46 FF&E Installation Administration																	
	.47 Interpretations and Decisions																	
	.48 Project Closeout																	
Post-Contract Services	.49 Maintenance and Operational Programming																	
	.50 Start-Up Assistance																	
	.51 Record Drawing																	
	.52 Warranty Review																	
	.53 Post-Contract Evaluation																	

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ARTICLE 1.1: SCHEDULE OF DESIGNATED SERVICES (continued)

PROJECT:

PROJECT #:

DATE:

Supplemental Services

9

*R: RESPONSIBILITY **M: METHOD OF COMPENSATION		R	M	Remarks and Exceptions
Supplemental Services	.54 Special Studies			
	.55 Tenant-Related Services			
	.56 Special Furnishings Design			
	.57 FF&E Services			
	.58 Special Disciplines Consultation			
	.59 Special Building Type Consultation			
	.60 Fine Arts and Crafts			
	.61 Graphic Design			
	.62 Renderings			
	.63 Model Construction			
	.64 Still Photography			
	.65 Motion Picture and Videotape			
	.66 Life Cycle Cost Analysis			
	.67 Value Analysis			
	.68 Energy Studies			
	.69 Quantity Surveys			
	.70 Detailed Cost Estimating			
	.71 Environmental Monitoring			
	.72 Expert Witness			
	.73 Materials and Systems Testing			
	.74 Demolition Services			
	.75 Mock-Up Services			
	.76 Coordination of Designated Services			
	.77 FF&E Purchasing/Installation			
	.78 Computer Applications			
	.79 Project Promotion/Public Relations			
	.80 Leasing Brochures			
	.81 Pre-Contract Administration/Management			
	.82 Extended Bidding			
	.83 Extended Contract Administration/Management			
Other Services				

***R: RESPONSIBILITY**
A Architect
O Owner
N Not Provided

****M: METHOD OF COMPENSATION**
1. Multiple of Direct Personnel Expense
2. Professional Fee Plus Expenses
3. Percentage of Construction Cost
4. Stipulated Sum
5. Hourly Billing Rates
6. Multiple of Amounts Billed to Architect
7. Other: _____

KEY

☐ All services performed in normal chronological order.

▨ Services performed out of normal sequence, or not typically provided during these phases, as in FAST-TRACK construction. Such services may warrant special requirements as to responsibility and/or compensation.

In conjunction with the descriptions of terms and conditions of this Agreement, the Designated Services, where identified above by appropriate initial, shall be provided by the Owner or the Architect or not at all. In conjunction with the compensation and payment terms of this Agreement, the Owner shall compensate the Architect for such designated services performed by the Architect on the basis of the Method of Compensation identified above by an appropriately keyed number.

OWNER _____
(Signature)

ARCHITECT _____
(Signature)

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ARTICLE 1.2

COMPENSATION

The Owner shall compensate the Architect as follows.

1.2.1 For Designated Services, as identified in the Schedule of Designated Services, described in the Description of Designated Services, and any other services included in Article 1.6, compensation shall be computed as follows:

(Insert basis of compensation, including stipulated sums, multiples or percentages, and identify phases to which particular methods of compensation apply, if necessary.)

1.2.2 For Contingent Additional Services of the Architect, as described in the Terms and Conditions, but excluding Contingent Additional Services of Consultants, compensation shall be computed as follows:

(Insert basis of compensation, including rates and multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply, if necessary.)

1.2.3 For Contingent Additional Services of the Architect's Consultants, including additional structural, mechanical and electrical engineering, and those identified in Article 1.6 and in the Schedule of Designated Services or as part of the Architect's Contingent Additional Services under the Terms and Conditions, compensation shall be computed as a multiple of ( ) times the amounts billed to the Architect for such services.

(Identify specific types of consultants in Article 6, if required.)

1.2.4 For Reimbursable Expenses, as described in Article 3.7 of the Terms and Conditions, and any other items included in Article 1.6 as a Reimbursable Expense, the compensations shall be computed as a multiple of ( ) times the expense incurred by the Architect, the Architect's employees and consultants in the interest of the Project.

1.2.5 If the Designated Services identified in the Schedule of Designated Services have not been completed within ( ) months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Paragraph 1.2.2.

1.2.6 The rates and multiples set forth for Contingent Additional Services shall be annually adjusted in accordance with normal salary review practices of the Architect.

SAMPLE

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ARTICLE 1.3

PAYMENTS

1.3.1 An initial payment of dollars ($) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account at final payment. Subsequent payments for Designated Services shall be made monthly, and where applicable, shall be in proportion to services performed within each phase of service, on the basis set forth in the Agreement.

1.3.2 Where compensation is based on a stipulated sum or percentage of Construction Cost, progress payments for Designated Services in each phase shall be made monthly and shall be in proportion to services performed within each Phase of Services, so that Compensation for each Phase shall equal the following amounts or percentages of the total compensation payable for such Designated Services.

(Insert or delete phases as appropriate.)

Phase	Amount or Percentage
Pre-Design Phase:	
Site Analysis Phase:	
Schematic Design Phase:	
Design Development Phase:	
Contract Documents Phase:	
Bidding or Negotiation Phase:	
Contract Administration Phase:	
Post-Contract Phase:	

1.3.3 Payments are due and payable ( ) days from the date of the Architect's invoice. Amounts unpaid ( ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof, at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of interest agreed upon.)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletion or modifications, and also regarding requirements such as written disclosures or waivers.)

ARTICLE 1.4

TIME AND COST

1.4.1 Unless otherwise indicated, the Owner and the Architect shall perform their respective obligations as expeditiously as is consistent with normal skill and care and the orderly progress of the Project. Upon the request of the Owner, the Architect shall prepare a schedule for the performance of the Designated Services which may be adjusted as the Project proceeds, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule upon approval by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner. If the Architect is delayed in the performance of services under this Agreement by the Owner, the Owner's Consultants, or any other cause not within the control of the Architect, any applicable schedule shall be adjusted accordingly.

(Insert time requirements, if any.)

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1.4.2 The Owner shall establish and update an overall budget for the Project, which shall include the Cost of the Work; contingencies for design, bidding and changes in the Work during construction; compensation of the Architect, Architect's consultants and the Owner's other consultants; cost of the land, rights-of-way and financing; and other costs that are the responsibility of the Owner as indicated by the Terms and Conditions or Designated Services. Prior to the establishment of such a budget, the Owner and the Architect may agree on Designated Services that include the utilization of the Architect's or other consultants' services to assist the Owner with market, financing and feasibility studies deemed necessary for development of such a budget for the Project.

1.4.3 No fixed limit of the Cost of the Work shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget unless such fixed limit has been agreed to below or by separate Amendment made in writing and signed by the parties hereto. Any fixed limit of the Cost of the Work shall be subject to the limitations and definitions contained in the Terms and Conditions under Part 3 of this Agreement.
(If no fixed limit, leave blank.)

ARTICLE 1.5

ENUMERATION OF DOCUMENTS

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

1.5.2 The parts of this Agreement between the Owner and Architect, except for amendments issued after execution of this Agreement, are enumerated as follows:

1.5.2.1 Form of Agreement Between Owner and Architect, AIA Document B163—Part 1, 1993 Edition;

1.5.2.2 Descriptions of Designated Services for AIA Document B163, AIA Document B163—Part 2, 1993 Edition;

1.5.2.3 Terms and Conditions of AIA Document B163, AIA Document B163—Part 3, 1993 Edition.

1.5.2.4 Other Documents, if any, forming a part of the contract are as follows:
(Insert any additional documents, but only if they are intended to be part of the contract between the Owner and the Architect.)

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ARTICLE 1.6

OTHER CONDITIONS OR SERVICES

(Insert modifications to the Descriptions of Services contained in Part 2 and to the Terms and Conditions contained in Part 3 of this Agreement.)

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

OWNER	ARCHITECT
(Signature)	*(Signature)*
(Printed name and title)	*(Printed name and title)*

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AIA Document B163—PART 2

DESCRIPTIONS OF DESIGNATED SERVICES for the Agreement Between Owner and Architect

The current edition of AIA Document A201, General Conditions of the Contract for Construction, is adopted by reference under the Construction Phase of this document. Do not use with other general conditions unless this document is modified.

ARTICLE 2.1

DESIGNATED SERVICES

2.1.1 In accordance with the Schedule of Designated Services completed under Part 1 of this Agreement, the Owner and Architect shall provide the phases and services designated therein and described herein. Unless the responsibility for a Project phase or service is specifically allocated in the Schedule of Designated Services to the Owner or Architect, such phase or service shall not be a requirement of this Agreement.

ARTICLE 2.2

PHASES OF DESIGNATED SERVICES

2.2.1 Pre-Design Phase. The Pre-Design Phase is the stage in which the Owner's program, the financial and time requirements, and the scope of the Project are established.

2.2.2 Site Analysis Phase. The Site Analysis Phase is the stage in which site-related limitations and requirements for the Project are established.

2.2.3 Schematic Design Phase. The Schematic Design Phase is the stage in which the general scope, conceptual design, and the scale and relationship of components of the Project are established.

2.2.4 Design Development Phase. The Design Development Phase is the stage in which the size and character of the Project are further refined and described, including architectural, structural, mechanical and electrical systems, materials, and such other elements as may be appropriate.

2.2.5 Contract Documents Phase. The Contract Documents Phase is the stage in which the requirements for the Work are set forth in detail.

2.2.6 Bidding or Negotiations Phase. The Bidding or Negotiation Phase is the stage in which bids or negotiated proposals are solicited and obtained and in which contracts are awarded.

2.2.7 Contract Administration Phase. The Contract Administration Phase is the stage in which the Work is performed by one or more Contractors.

2.2.8 Post-Contract Phase. The Post-Contract Phase is the stage in which assistance in the Owner's use and occupancy of the Project is provided.

2.2.9 Sequence of Phases. The services for the above phases are generally performed in a chronological sequence following the order of phases shown in Paragraphs 2.2.1 through 2.2.8.

2.2.9.1 Normal Sequence. The Owner and Architect shall commence the performance of their respective responsibilities with the services assigned to the foremost sequential phase under the completed Schedule of Designated Services of Part 1 to this Agreement. Except as provided under Subparagraphs 2.2.9.2 and 2.2.9.3, subsequent phases shall not be commenced until the Owner has approved the results of the Architect's services for the preceding phase. Such approvals shall not be unreasonably withheld. When phases or services are to be combined or compressed, their chronology shall continue to follow that shown above, unless otherwise provided in this Agreement.

2.2.9.2 Fast Track. Upon the receipt of the Owner's written authorization for Work to commence prior to completion of the Architect's Contract Documents Phase, the Architect shall provide the services designated in an overlapping manner rather than in the normal chronological sequence in order to expedite the Owner's early occupancy of all or a portion of the Project. The Owner shall furnish to the Architect in a timely manner information obtained from all Contractors and prospective contractors regarding

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anticipated market conditions and construction cost, availability of labor, materials and equipment, and their proposed methods, sequences and time schedules for construction of the Work. Upon receipt of their proposed Work schedules, the Architect shall prepare a schedule for providing services. In the event of a conflict between the proposed Work schedules and the Architect's proposed schedule, the Architect shall inform the Owner of such conflict.

2.2.9.3 Supplemental Services. Supplemental Services may be provided, however, during a single phase or several phases and may not necessarily follow the normal chronological sequence.

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ARTICLE 2.3

DESCRIPTIONS OF DESIGNATED SERVICES

PROJECT ADMINISTRATION AND MANAGEMENT SERVICES

.01 Project Administration services consisting of administrative functions including:

- .01 Consultation
- .02 Research
- .03 Conferences
- .04 Communications
- .05 Travel time
- .06 Progress reports
- .07 Direction of the work of in-house architectural personnel
- .08 Coordination of work by the Owner's forces.

.02 Disciplines Coordination/Document Checking consisting of:

- .01 Coordination between the architectural work and the work of engineering and other disciplines involved in the Project
- .02 Review and checking of documents prepared for the Project by the Architect and the Architect's Consultants.

.03 Agency Consulting/Review/Approval services, including:

- .01 Agency consultations
- .02 Research of critical applicable regulations
- .03 Research of community attitudes
- .04 Preparation of written and graphic explanatory materials
- .05 Appearances on Owner's behalf at agency and community meetings.

The services below apply to applicable laws, statutes, regulations and codes of regulating entities and to reviews required of user or community groups with limited or no statutory authority but significant influence on approving agencies and individuals, including:

- .06 Local political subdivisions
- .07 Planning boards
- .08 County agencies
- .09 Regional agencies
- .10 Federal agencies
- .11 User organizations
- .12 Community organizations
- .13 Consumer interest organizations
- .14 Environmental interest groups.

.04 Owner-Supplied Data Coordination, including:

- .01 Review and coordination of data furnished for the Project as a responsibility of the Owner
- .02 Assistance in establishing criteria
- .03 Assistance in obtaining data, including, where applicable, documentation of existing conditions.

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.05 Schedule Development/Monitoring services, including:

.01 Establishment of initial schedule for Architect's services, decision-making, design, documentation, contracting and construction, based on determination of scope of Architect's services

.02 Review and update of previously established schedules during subsequent phases.

.06 Preliminary Estimate of the Cost of the Work, including:

.01 Preparation of a preliminary estimate of the Cost of the Work

.02 Review and update the preliminary estimate of the Cost of the Work during subsequent phases.

.07 Presentation services consisting of presentations and recommendations by the Architect to the following client representatives:

.01 Owner
.02 Building committee(s)
.03 Staff committee (s)
.04 User group(s)
.05 Board(s) of Directors
.06 Financing entity (entities)
.07 Owner's consultant(s).

PRE-DESIGN SERVICES

.08 Programming services consisting of consultation to establish and document the following detailed requirements for the Project:

.01 Design objectives, limitations and criteria
.02 Development of initial approximate gross facility areas and space requirements
.03 Space relations
.04 Number of functional responsibilities personnel
.05 Flexibility and expandability
.06 Special equipment and systems
.07 Site requirements
.08 Development of a preliminary budget for the Work based on programming and scheduling studies
.09 Operating procedures
.10 Security criteria
.11 Communications relationships
.12 Project schedule.

.09 Space Schematics/Flow Diagrams consisting of diagrammatic studies and pertinent descriptive text for:

.01 Conversion of programmed requirements to net area requirements
.02 Internal functions
.03 Human, vehicular and material flow patterns
.04 General space allocations
.05 Analysis of operating functions
.06 Adjacency
.07 Special facilities and equipment
.08 Flexibility and expandability.

.10 Existing Facilities Surveys consisting of researching, assembling, reviewing and supplementing information for Projects involving alterations and additions to existing facilities or determining new space usage in conjunction with a new building program and including:

.01 Photography
.02 Field measurements
.03 Review of existing design data

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.04 Analysis of existing structural capabilities
.05 Analysis of existing mechanical capabilities
.06 Analysis of existing electrical capabilities
.07 Review of existing drawings for critical inaccuracies, and the development of required measured drawings.

.11 Marketing Studies relating to determination of social, economic and political need for and acceptability of the Project and consisting of:

.01 Determination with Owner of the scope, parameters, schedule and budget for marketing studies
.02 Identification, assembly, review and organization of existing pertinent data
.03 Arrangement of clearances for use of existing data
.04 Mail survey studies
.05 Personal survey studies
.06 Analysis of data
.07 Assistance in obtaining computerized analysis and modeling
.08 Computerized analysis and modeling
.09 Preparation of interim reports
.10 Preparation of final report
.11 Assistance in production of final report.

.12 Economic Feasibility Studies consisting of the preparation of economic analysis and feasibility evaluation of the Project based on estimates of:

.01 Total Project cost
.02 Operation and ownership cost
.03 Financing requirements
.04 Cash flow for design, construction and operation
.05 Return on investment studies
.06 Equity requirements.

.13 Project Financing services as required in connection with:

.01 Assistance to Owner in preparing and submitting data, supplementary drawings and documentation
.02 Research of financing availability
.03 Direct solicitation of financing sources by the Architect.

Project financing services are required for:

.04 Development costs
.05 Site control and/or acquisition
.06 Predesign and site analysis services
.07 Planning, design, documentation and bidding services
.08 Interim or construction financing
.09 Permanent or long-term financing.

SITE DEVELOPMENT SERVICES

.14 Site Analysis and Selection consisting of:

.01 Identification of potential site(s)
.02 On-site observations
.03 Movement systems, traffic and parking studies
.04 Topography analysis
.05 Analysis of deed, zoning and other legal restrictions
.06 Studies of availability of labor force to staff Owner's facility
.07 Studies of availability of construction materials, equipment and labor
.08 Studies of construction market
.09 Overall site analysis and evaluation
.10 Comparative site studies.

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.15 Site Development Planning consisting of preliminary site analysis, and preparation and comparative evaluation of conceptual site development designs, based on:

.01 Land utilization
.02 Structures placement
.03 Facilities development
.04 Development phasing
.05 Movement systems, circulation and parking
.06 Utilities systems
.07 Surface and subsurface conditions
.08 Ecological requirements
.09 Deeds, zoning and other legal restrictions
.10 Landscape concepts and forms.

.16 Detailed Site Utilization Studies consisting of detailed site analyses, based on the approved conceptual site development design, including:

.01 Land utilization
.02 Structures placement
.03 Facilities development
.04 Development phasing
.05 Movement systems, circulation and parking
.06 Utilities systems
.07 Surface and subsurface conditions
.08 Review of soils report
.09 Vegetation
.10 Slope analysis
.11 Ecological studies
.12 Deeds, zoning and other legal restrictions
.13 Landscape forms and materials.

.17 On-Site Utility Studies consisting of establishing requirements and preparing initial designs for on-site:

.01 Electrical service and distribution
.02 Gas service and distribution
.03 Water supply and distribution
.04 Site drainage
.05 Sanitary sewer collection and disposal
.06 Process waste water treatment
.07 Storm water collection and disposal
.08 Central-plant mechanical systems
.09 Fire systems
.10 Emergency systems
.11 Security
.12 Pollution control
.13 Site illumination
.14 Communications systems.

.18 Off-Site Utility Studies consisting of:

.01 Confirmation of location, size and adequacy of utilities serving the site
.02 Determination of requirements for connections to utilities
.03 Planning for off-site utility extensions and facilities
.04 Design of off-site utility extensions and facilities.

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.19 **Environmental Studies and Reports** consisting of:

.01 Determination of need or requirements for environmental monitoring, assessment and/or impact statements
.02 Ecological studies
.03 Preparation of environmental assessment reports
.04 Preparation of environmental impact reports
.05 Attendance at public meetings and hearings
.06 Presentations to governing authorities.

.20 **Zoning Processing Assistance** consisting of:

.01 Assistance in preparing applications
.02 Development of supporting data
.03 Preparation of presentation materials
.04 Attendance at public meetings and hearings.

.21 **Geotechnical Engineering** services, including, but not limited to:

.01 Test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions
.02 Reports and appropriate professional recommendations.

.22 **Site Surveying** services, to include:

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

DESIGN SERVICES

.23 **Architectural Design/Documentation:**

.01 During the Schematic Design Phase, responding to program requirements and preparing:

.01 Review of Owner's Program and Budget
.02 Conceptual site and building plans
.03 Preliminary sections and elevations
.04 Preliminary selection of building systems and materials
.05 Development of approximate dimensions, areas and volumes
.06 Perspective sketch(es)
.07 Study model(s).

.02 During the Design Development Phase consisting of continued development and expansion of architectural Schematic Design Documents to establish the final scope, relationships, forms, size and appearance of the Project through:

.01 Plans, sections and elevations
.02 Typical construction details
.03 Three-dimensional sketch(es)
.04 Study model(s)
.05 Final materials selection
.06 Equipment layouts.

.03 During the Contract Documents Phase consisting of preparation of Drawings based on approved Design Development Documents setting forth in detail the architectural construction requirements for the Project.

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.24 Structural Design/Documentation:

.01 During the Schematic Design Phase consisting of recommendations regarding basic structural materials and systems, analyses, and development of conceptual design solutions for:

.01 A predetermined structural system

.02 Alternate structural systems.

.02 During the Design Development Phase consisting of continued development of the specific structural system(s) and Schematic Design Documents in sufficient detail to establish:

.01 Basic structural system and dimensions

.02 Final structural design criteria

.03 Foundation design criteria

.04 Preliminary sizing of major structural components

.05 Critical coordination clearances

.06 Outline Specifications or materials lists.

.03 During the Contract Documents Phase consisting of preparation of final structural engineering calculations, Drawings and Specifications based on approved Design Development Documents, setting forth in detail the structural construction requirements for the Project.

.25 Mechanical Design/Documentation:

.01 During the Schematic Design Phase consisting of consideration of alternate materials, systems and equipment, and development of conceptual design solutions for:

.01 Energy source(s)

.02 Energy conservation

.03 Heating and ventilating

.04 Air conditioning

.05 Plumbing

.06 Fire protection

.07 General space requirements.

.02 During the Design Development Phase consisting of continued development and expansion of mechanical Schematic Design Documents and development of outline Specifications or materials lists to establish:

.01 Approximate equipment sizes and capacities

.02 Preliminary equipment layouts

.03 Required space for equipment

.04 Required chases and clearances

.05 Acoustical and vibration control

.06 Visual impacts

.07 Energy conservation measures.

.03 During the Contract Documents Phase consisting of preparation of final mechanical engineering calculations, Drawings and Specifications based on approved Design Development Documents, setting forth in detail the mechanical construction requirements for the Project.

.26 Electrical Design/Documentation:

.01 During the Schematic Design Phase consisting of consideration of alternate systems, recommendations regarding basic electrical materials, systems and equipment, analyses, and development of conceptual solutions for:

.01 Power service and distribution

.02 Lighting

.03 Telephones

.04 Fire detection and alarms

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.05 Security systems
.06 Electronic communications
.07 Special electrical systems
.08 General space requirements.

.02 During the Design Development Phase consisting of continued development and expansion of electrical Schematic Design Documents and development of outline Specifications or materials lists to establish:

.01 Criteria for lighting, electrical and communications systems
.02 Approximate sizes and capacities of major components
.03 Preliminary equipment layouts
.04 Required space for equipment
.05 Required chases and clearances.

.03 During the Contract Documents Phase consisting of preparation of final electrical engineering calculations, Drawings and Specifications based on approved Design Development Documents, setting forth in detail the electrical requirements for the Project.

.27 Civil Design/Documentation:

.01 During the Schematic Design Phase consisting of consideration of alternate materials and systems and development of conceptual design solutions for:

.01 On-site utility systems
.02 Fire protection systems
.03 Drainage systems
.04 Paving.

.02 During the Design Development Phase consisting of continued development and expansion of civil Schematic Design Documents and development of outline Specifications or materials lists to establish the final scope of and preliminary details for on-site and off-site civil engineering work

.03 During the Contract Documents Phase consisting of preparation of final civil engineering calculations, Drawings and Specifications based on approved Design Development Documents, setting forth in detail the civil construction requirements for the Project.

.28 Landscape Design/Documentation:

.01 During the Schematic Design Phase consisting of consideration of alternate materials, systems and equipment and development of conceptual design solutions for land forms, lawns and plantings based on program requirements, physical site characteristics, design objectives and environmental determinants

.02 During the Design Development Phase consisting of continued development and expansion of landscape Schematic Design Documents and development of outline Specifications or materials lists to establish final scope and preliminary details for landscape work

.03 During the Contract Documents Phase consisting of preparation of Drawings and Specifications based on approved Design Development Documents, setting forth in detail the landscape requirements for the Project.

.29 Interior Design/Documentation:

.01 During the Schematic Design Phase consisting of space allocation and utilization plans based on functional relationships, consideration of alternate materials, systems and equipment and development of conceptual design solutions for architectural, mechanical, electrical and equipment requirements in order to establish:

.01 Partition locations
.02 Furniture and equipment layouts
.03 Types and qualities of finishes and materials for furniture, furnishings and equipment.

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.02 During the Design Development Phase consisting of continued development and expansion of interior Schematic Design Documents and development of outline Specifications or materials lists to establish final scope and preliminary details relative to:

.01 Interior construction of the Project
.02 Special interior design features
.03 Furniture, furnishings and equipment selections
.04 Materials, finishes and colors.

.03 During the Contract Documents Phase consisting of preparation of Drawings, Specifications and other documents based on approved Design Development Documents, setting forth in detail the requirements for interior construction and for furniture, furnishings and equipment for the Project.

.30 Special Design/Documentation, including:

.01 Preparation and coordination of special Drawings and Specifications for obtaining bids or prices on alternate subdivisions of the Work
.02 Preparation and coordination of special Drawings and Specifications for obtaining alternate bids or prices on changes in the scope of the Work
.03 Preparation and coordination of Drawings, Specifications, Bidding Documents and schedules for out-of-sequence bidding or pricing of subdivisions of the Work
.04 Preparation and coordination of Drawings, Specifications and Bidding Documents for multiple prime contracts for subdivisions of the Work.

.31 Materials Research/Specifications:

.01 During the Schematic Design Phase consisting of:

.01 Identification of potential architectural materials, systems and equipment and their criteria and quality standards consistent with the conceptual design
.02 Investigation of availability and suitability of alternative architectural materials, systems and equipment
.03 Coordination of similar activities of other disciplines.

.02 During the Design Development Phase consisting of activities by in-house architectural personnel in:

.01 Presentation of proposed General and Supplementary Conditions of the Contract for Owner's approval
.02 Development of architectural outline Specifications or itemized lists and brief form identification of significant architectural materials, systems and equipment, including their criteria and quality standards
.03 Coordination of similar activities of other disciplines
.04 Production of design manual including design criteria and outline Specifications or materials lists.

.03 During the Contract Documents Phase consisting of activities of in-house architectural personnel in:

.01 Assistance to the Owner in development and preparation of bidding and procurement information which describes the time, place and conditions of bidding, bidding forms, and the form(s) of Agreement between the Owner and Contractor(s)
.02 Assistance to the Owner in development and preparation of the Conditions of the Contract (General, Supplementary and other Conditions)
.03 Development and preparation of architectural Specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project
.04 Coordination of the development of Specifications by other disciplines
.05 Compilation of Project Manual including Conditions of the Contract, bidding and procurement information and Specifications.

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BIDDING OR NEGOTIATION SERVICES

.32 Bidding Materials services consisting of organizing and handling Bidding Documents for:

.01 Coordination
.02 Reproduction
.03 Completeness review
.04 Distribution
.05 Distribution records
.06 Retrieval
.07 Receipt and return of document deposits
.08 Review, repair and reassembly of returned materials.

.33 Addenda services consisting of preparation and distribution of Addenda as may be required during bidding or negotiation and including supplementary Drawings, Specifications, instructions and notice(s) of changes in the bidding schedule and procedure.

.34 Bidding/Negotiation services consisting of:

.01 Assistance to Owner in establishing list of Bidders or proposers
.02 Prequalification of Bidders or proposers
.03 Participation in pre-bid conferences
.04 Responses to questions from Bidders or proposers and clarifications or interpretations of the Bidding Documents
.05 Attendance at bid opening(s)
.06 Documentation and distribution of bidding results.

.35 Analysis of Alternates/Substitutions consisting of consideration, analyses, comparisons, and recommendations relative to alternates or substitutions proposed by Bidders or proposers either prior or subsequent to receipt of Bids or proposals.

.36 Special Bidding services consisting of:

.01 Attendance at bid openings, participation in negotiations, and documentation of decisions for multiple contracts or phased Work
.02 Technical evaluation of proposals for building systems
.03 Participation in detailed evaluation procedures for building systems proposals.

.37 Bid Evaluation services consisting of:

.01 Validation of bids or proposals
.02 Participation in reviews of bids or proposals
.03 Evaluation of bids or proposals
.04 Recommendation on award of Contract(s)
.05 Participation in negotiations prior to or following decisions on award of the Contract(s).

.38 Contract Award services consisting of:

.01 Notification of Contract award(s)
.02 Assistance in preparation of construction contract Agreement forms for approval by Owner
.03 Preparation and distribution of sets of Contract Documents for execution by parties to the Contract(s)
.04 Receipt, distribution and processing, for Owner's approval, of required certificates of insurance, bonds and similar documents
.05 Preparation and distribution to Contractor(s), on behalf of the Owner, of notice(s) to proceed with the Work.

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CONTRACT ADMINISTRATION SERVICES

.39 Submittal Services consisting of:

.01 Processing of submittals, including receipt, review of, and appropriate action on Shop Drawings, Product Data, Samples and other submittals required by the Contract Documents

.02 Distribution of submittals to Owner, Contractor and/or Architect's field representative as required

.03 Maintenance of master file of submittals

.04 Related communications.

.40 Observation Services consisting of visits to the site at intervals appropriate to the stage of the work or as otherwise agreed by the Owner and Architect in writing to become generally familiar with the progress and quality of the Work completed and to determine in general if the Work when completed will be in accordance with Contract Documents; preparing related reports and communications.

.41 Project Representation consisting of selection, employment and direction of:

.01 Project Representative(s) whose specific duties, responsibilities and limitations of authority shall be as described in the edition of AIA Document B352 current as of the date of this Agreement or as set forth in an exhibit to be incorporated in this Agreement under Article 1.6.

.42 Testing and Inspection Administration relating to independent inspection and testing agencies, consisting of:

.01 Administration and coordination of field testing required by the Contract Documents

.02 Recommending scope, standards, procedures and frequency of testing and inspections

.03 Arranging for testing and inspection on Owner's behalf

.04 Notifying inspection and testing agencies of status of Work requiring testing and inspection

.05 Evaluating compliance by testing and inspection agencies with required scope, standards, procedures and frequency

.06 Review of reports on inspections and tests and notifications to Owner and Contractor(s) of observed deficiencies in the Work.

.43 Supplemental Documentation services consisting of:

.01 Preparation, reproduction and distribution of supplemental Drawings, Specifications and interpretations in response to requests for clarification by Contractor(s) or the Owner

.02 Forwarding Owner's instructions and providing guidance to the Contractor(s) on the Owner's behalf relative to changed requirements and schedule revisions.

.44 Quotation Requests/Change Orders consisting of:

.01 Preparation, reproduction and distribution of Drawings and Specifications to describe Work to be added, deleted or modified

.02 Review of proposals from Contractor(s) for reasonableness of quantities and costs of labor and materials

.03 Review and recommendations relative to changes in time for Substantial Completion

.04 Negotiations with Contractor(s) on Owner's behalf relative to costs of Work proposed to be added, deleted or modified

.05 Assisting in the preparation of appropriate Modifications of the Contract(s) for Construction

.06 Coordination of communications, approvals, notifications and record-keeping relative to changes in the Work.

.45 Contract Cost Accounting services consisting of:

.01 Maintenance of records of payments on account of the Contract Sum and all changes thereto

.02 Evaluation of Applications for Payment and certification thereof

.03 Review and evaluation of expense data submitted by the Contractor(s) for Work performed under cost-plus-fee arrangements.

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.46 Furniture, Furnishings and Equipment Installation Administration consisting of:

.01 Assistance to the Owner in coordinating schedules for delivery and installation of the Work

.02 Review of final placement and inspection for damage, quality, assembly and function to determine that furniture, furnishings and equipment are in accordance with the requirements of the Contract Documents.

.47 Interpretations and Decisions consisting of:

.01 Review of claims, disputes or other matters between the Owner and Contractor relating to the execution or progress of the Work as provided in the Contract Documents

.02 Rendering written decisions within a reasonable time and following the procedures set forth in the General Conditions of the Contract for Construction, AIA Document A201, current as of the date of this Agreeement, or the General Conditions of the Contract for Furniture, Furnishings and Equipment, AIA Document A271, current as of the date of this Agreement, for Resolution of Claims and disputes.

.48 Project Closeout services initiated upon notice from the Contractor(s) that the Work, or a designated portion thereof which is acceptable to the Owner, is sufficiently complete, in accordance with the Contract Documents, to permit occupancy or utilization for the use for which it is intended, and consisting of:

.01 A detailed inspection with the Owner's representative for conformity of the Work to the Contract Documents to verify the list submitted by the Contractor(s) of items to be completed or corrected

.02 Determination of the amounts to be withheld until final completion

.03 Securing and receipt of consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment(s)

.04 Issuance of Certificate(s) of Substantial Completion

.05 Inspection(s) upon notice by the Contractor(s) that the Work is ready for final inspection and acceptance

.06 Notification to Owner and Contractor(s) of deficiencies found in follow-up inspection(s), if any

.07 Final inspection with the Owner's representative to verify final completion of the Work

.08 Receipt and transmittal of warranties, affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens

.09 Securing and receipt of consent of surety or sureties, if any, to the making of final payment(s)

.10 Issuance of final Certificate(s) for Payment.

POST-CONTRACT SERVICES

.49 Maintenance and Operational Programming services consisting of:

.01 Assistance in the establishment by the Owner of in-house or contract program(s) of operation and maintenance of the physical plant and equipment

.02 Arranging for and coordinating instructions on operations and maintenance of equipment in conjunction with manufacturer's representatives

.03 Assistance in the preparation of operations and maintenance manual(s) for the Owner's use.

.50 Start-Up Assistance consisting of:

.01 On-site assistance in the operation of building systems during initial occupancy

.02 Assistance in the training of the Owner's operation and maintenance personnel in proper operations, schedules and procedures

.03 Administration and coordination of remedial work by the Contractor(s) after final completion.

.51 Record Drawing services consisting of:

.01 Making arrangements for obtaining from Contractor(s) information in the form of marked-up prints, drawings and other data certified by them on changes made during performance of the Work

.02 Review of general accuracy of information submitted and certified by the Contractor(s)

.03 Preparation of record drawings based on certified information furnished by the Contractor(s)

.04 Transmittal of record drawings and general data, appropriately identified, to the Owner and others as directed.

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.52 Warranty Review consisting of:

.01 Consultation with and recommendation to the Owner during the duration of warranties in connection with inadequate performance of materials, systems and equipment under warranty

.02 Inspection(s) prior to expiration of the warranty period(s) to ascertain adequacy of performance of materials, systems and equipment

.03 Documenting defects or deficiencies and assisting the Owner in preparing instructions to the Contractor(s) for correction of noted defects.

.53 Post-Contract Evaluation consisting of a Project inspection at least one year after completion of the Work; review with appropriate supervisory, operating and maintenance personnel, and analysis of operating costs and related data for evaluation of:

.01 The initial Project programming versus actual facility use

.02 The functional effectiveness of planned spaces and relationships

.03 The operational effectiveness of systems and materials installed.

ARTICLE 2.4

DESCRIPTIONS OF SUPPLEMENTAL SERVICES

SUPPLEMENTAL SERVICES

.54 Special Studies consisting of investigation, research and analysis of the Owner's special requirements for the Project and documentation of findings, conclusions and recommendations for:

.01 Master planning to provide design services relative to future facilities, systems and equipment which are not intended to be constructed as part of the Project during the Construction Phase

.02 Providing special studies for the project such as analyzing acoustical or lighting requirements, record retention, communications and security systems.

.55 Tenant-Related Services consisting of design and documentation services for tenants or potential tenants relating to:

.01 Space planning, partition and furnishings locations, and furniture and equipment layouts

.02 Material and color selections and coordination

.03 Adaptation of mechanical, electrical and other building systems to meet tenant needs

.04 Preliminary estimate of Construction Cost.

.56 Special Furnishings Design services relating to Architect-designed special furnishings and/or equipment incorporated into or provided for the Project and consisting of:

.01 Design and documentation

.02 Specifications or standards

.03 Management of procurement

.04 Coordination of installation

.05 Purchase on the Owner's behalf.

.57 Furniture, Furnishings and Equipment Services relating to equipment and furnishings not incorporated into the construction of the Project and consisting of:

.01 Establishment of needs and criteria

.02 Preparation of requirements, Specifications and bidding or purchasing procedures

.03 Management of procurement

.04 Coordination of delivery and installation.

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.58 Special Disciplines Consultation, which entails retaining, directing and coordinating the work of special disciplines consultants identified from the following list and as more specifically described in Article 1.6, whose specialized training, experience and knowledge relative to specific elements and features of the Project are required for the Project:

.01	Acoustics	.14	Elevators/Escalators	.27	Public Relations
.02	Audio-Visual	.15	Fallout Shelters	.28	Radiation Shielding
.03	CPM Scheduling	.16	Financial	.29	Real Estate
.04	Code Interpretation	.17	Fire Protection	.30	Reprographics
.05	Communications	.18	Food Service	.31	Safety
.06	Computer Technology	.19	Insurance	.32	Sociology
.07	Concrete	.20	Historic Preservation	.33	Soils/Foundations
.08	Cost Estimating	.21	Legal	.34	Space Planning
.09	Demography	.22	Life Safety	.35	Specifications
.10	Display	.23	Lightning	.36	Traffic/Parking
.11	Ecology	.24	Management	.37	Transportation
.12	Economics	.25	Materials Handling	.38	Security
.13	Editorial	.26	Psychology	.39	Record Retention

.59 Special Building Type Consultation, which entails retaining, directing and coordinating the work of special building type consultants whose specialized training, experience and knowledge relative to the requirements, planning and design of the Project are required for the Project.

.60 Fine Arts and Crafts services relating to acquisition of fine arts or crafts to be a part of the Project and consisting of:

.01 Consultations on selection, commissioning and/or execution
.02 Design integration
.03 Managing procurement
.04 Purchasing fine arts or crafts on the Owner's behalf.

.61 Graphic Design services consisting of:

.01 Design and selection of interior and exterior signs and identifying symbols
.02 Material and color selections and coordination
.03 Documentation of requirements for procurement of graphics work
.04 Managing procurement of graphics work
.05 Coordination of delivery and installation.

.62 Renderings relating to graphic pictorial representations, as required by the Owner, of the proposed Project and consisting of:

.01 Black and white elevation view(s)
.02 Black and white perspective view(s)
.03 Elevation view(s) in color
.04 Perspective view(s) in color.

.63 Model Construction consisting of preparation of:

.01 Small-scale block model(s) showing relationship of structure(s) to site
.02 Moderate-scale block model(s) of structure(s) designed for the Project
.03 Moderate-scale detailed model(s) of structure(s) designed for the Project showing both interior and exterior design
.04 Large-scale models of designated interior or exterior components of the Project.

.64 Still Photography consisting of:

.01 Documentation of existing conditions
.02 Aerial site photography
.03 Photographic recording for study purposes of facilities similar to the Project

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.04 Periscopic photography of models for the Project

.05 Presentation photography of renderings(s) and model(s) for the Project

.06 Construction progress photography

.07 Architectural photography of the completed Project.

.65 Motion Picture and Videotape services relating to preparation of promotional or explanatory presentations of the Project during the design and/or construction phases.

.66 Life Cycle Cost Analysis consisting of assessment, on the basis of established relevant economic consequences over a given time period, of:

.01 A given planning and design solution for the Project

.02 Alternative planning and design solutions for the Project

.03 Selected systems, subsystems or building components proposed for the Project.

.67 Value Analysis consisting of the review during design phases of the cost, quality and time influences of proposed building materials, systems and construction methods relative to design objectives in order to identify options for obtaining value for the Owner.

.68 Energy Studies consisting of special analyses of mechanical systems, fuel costs, on-site energy generation and energy conservation options for the Owner's consideration.

.69 Quantity Surveys consisting of:

.01 A detailed determination of the quantities of materials to be used in the Project to establish the basis for price determination by bidding or negotiations

.02 Making investigations, inventories of materials or furniture, furnishings and equipment, or valuations and detailed appraisals of existing facilities, furniture, furnishings and equipment, and the relocation thereof.

.70 Detailed Cost Estimating services consisting of:

.01 Development, when the Contract Documents are approximately 90% complete, of a Detailed Estimate of the Cost of the Work based on quantity take-offs and unit-cost pricing of materials, labor, tools, equipment and services required for the Work plus estimates for the Contractor's supervision cost, Work required by General and Supplementary Conditions, and an allowance for reasonable Contractor's overhead and profit; or

.02 Continuous development during all phases of design and documentation, of an Estimate of the Cost of the Work for the purpose of greater cost control, culminating in a Detailed Estimate of the Cost of the Work or detailed quantity surveys or inventories of material, equipment and labor.

.71 Environmental Monitoring services consisting of:

.01 Monitoring of air, water and other designated components of the environment to establish existing conditions, and the preparation of related analyses and reports.

.72 Expert Witness services consisting of preparing to serve and/or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.

.73 Materials and Systems Testing relating to testing of components of the completed Project for conformance with Contract requirements and consisting of:

.01 Establishment of requirements

.02 Procurement of testing services

.03 Monitoring testing

.04 Review, analysis and reporting of test results.

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.74 Demolition Services consisting of:

.01 Preparation of Contract Documents for demolition of existing structures

.02 Managing the bidding/negotiation/award process

.03 Providing field observation and general administration services during demolition.

.75 Mock-Up Services relating to the construction of full-size details of components of the Project for study and testing during the design phases and consisting of:

.01 Design and documentation for the required mock-up(s)

.02 Management and coordination of pricing and contracting for mock-up services

.03 Construction administration of mock-up construction activities

.04 Arrangements for testing and monitoring performance of mock-up(s)

.05 Administration of testing and monitoring services

.06 Review, analysis and reporting of results of testing and monitoring services.

.76 Coordination of Designated Services with those of non-design professionals, such as economists, sociologists, attorneys and accountants, consiting of:

.01 Preparation of economic studies

.02 Condominium documentation

.03 Sociological impact studies.

.77 Furniture, Furnishings and Equipment Purchasing/Installation, consisting of:

.01 Purchasing furniture, furnishings and equipment on behalf of the Owner with funds provided by the Owner

.02 Receipt, inspection and acceptance on behalf of the Owner of furniture, furnishings and equipment at the time of their delivery to the premises and installation

.03 Providing services including travel for the purpose of evaluating materials, furniture, furnishings and equipment proposed for the Project.

.78 Computer Applications consisting of computer program development and/or computer program search and acquisition, plus on-line computer time charges, for:

.01 Programming
.02 Economic feasibility
.03 Financial analysis
.04 Site analysis
.05 Construction cost estimating
.06 Detailed Project scheduling
.07 Market analysis
.08 Architectural analysis and design
.09 Structural analysis and design
.10 Mechanical analysis and design
.11 Electrical analysis and design
.12 Production of Drawings
.13 Construction cost accounting

.79 Project Promotion/Public Relations relating to presentation of the Project to the public or identified groups and consisting of:

.01 Preparation of press releases

.02 Preparation of special brochures and/or promotional pieces

.03 Assistance in production and distribution of promotional materials

.04 Presentations at public relations and/or promotional meetings.

.80 Leasing Brochures, including preparation of special materials to assist the Owner in leasing the Project and consisting of:

.01 Design

.02 Preparation of illustrations and text

.03 Arranging for and managing production.

.81 Pre-Contract Administration/Management, consisting of:

.01 Evaluating feasibility of Owner's program, schedule and budget for the Work, each in terms of the other

.02 Preparing, updating and monitoring Detailed Project Schedule, including services and contract Work, identifying critical and long-lead items

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.03 Preparing, updating and monitoring Detailed Estimates of the Cost of the Work prior to completion of each design phase

.04 Assisting the Owner in selecting, retaining and coordinating the professional services of surveyors, testing labs and other special consultants as designated

.05 Assisting the Owner in evaluating relative feasibility of methods of executing the Work, methods of project delivery, availability of materials and labor, time requirements for procurement, installation and delivery, and utilization of the site for mobilization and staging

.06 Assisting the Owner in determining the method of contracting for the Work; evaluating single versus multiple contracts; advising on categories of separate contracts and provisions for coordinating responsibilities.

.82 Extended Bidding services, consisting of:

.01 Developing Bidders' interest in the Project and establishing bidding schedules

.02 Receiving and analyzing bids and providing recommendations as to the Owner's acceptance or rejection of bids

.03 Advising the Owner on acceptance of Contractors

.04 Conducting pre-award conferences.

.83 Extended Contract Administration/Management, consisting of:

.01 Assisting Owner in obtaining building permits

.02 Updating and monitoring actual costs against estimates of final cost; assisting Owner in monitoring cash flow

.03 Providing a detailed schedule showing time periods for each Contractor, including long-lead items and Owner's occupancy requirements; updating and monitoring periodically; recommending corrective action when required

.04 Endeavoring to achieve satisfactory performance of Contractors through development and implementation of a quality control program; assisting Owner in determining compliance with schedule, cost and Contract Documents

.05 Scheduling and conducting periodic project meetings with the Owner, Contractor and Subcontractors

.06 Assisting Owner in maintaining cost accounting records

.07 Maintaining a daily log including conditions at site and job progress, periodically indicating percentage of completion of each contract

.08 Assisting the Owner in coordinating and scheduling activities of the separate Contractors.

.09 Maintaining and periodically updating a record of all significant changes made during construction; maintaining record copies of Contract Documents; maintaining samples and lay-out drawings at the job site.

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AIA Document B163—PART 3

TERMS AND CONDITIONS of the Agreement Between Owner and Architect for Designated Services

ARTICLE 3.1

ARCHITECT'S RESPONSIBILITIES

3.1.1 Designated Services. Unless otherwise provided, the Architect's designated services consist of those services identified in the Schedule of Designated Services as being performed by the Architect, Architect's employees and Architect's consultants, and as described in the Descriptions of Designated Services.

3.1.2 Contingent Additional Services. Contingent Additional Services described in Subparagraphs 3.1.2.1 through 3.1.2.7 are not included in the Architect's Designated Services, but may be required due to circumstances beyond the Architect's control. The Architect shall notify the Owner prior to commencing such services. If the Owner deems that such services are not required, the Owner shall give prompt written notice to the Architect. If the Owner indicates in writing that all or part of such Contingent Additional Services are not required, the Architect shall have no obligation to provide those services.

3.1.2.1 Document Revisions. Services required to revise Drawings, Specifications or other documents when such revisions are:

.1 inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program or Project budget;

.2 required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; or

.3 due to changes required as a result of the Owner's failure to render decisions in a timely manner.

3.1.2.2 Changes in Project Scope. Services required because of significant changes in the Project including, but not limited to, size, quality, complexity, the Owner's schedule, or the method of bidding or negotiating and contracting for construction, except for services required under Subparagraph 1.6.

3.1.2.3 Replacement of Damaged Work. Consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

3.1.2.4 Default by Others. Services made necessary by the default of the Owner's consultants or the Contractor, by major defects or deficiencies in their services or the Work, or by failure of performance of any of them under their respective contracts.

3.1.2.5 Correction Period. Advice and consultation to the Owner during the correction period described in the Contracts for Construction or for Furniture, Furnishings and Equipment.

3.1.2.6 Purchasing of Furniture, Furnishings and Equipment by the Architect. If the Owner and Architect agree that the Architect will purchase furniture, furnishings and equipment on behalf of the Owner with funds provided by the Owner, the duties relating to such services shall be set forth in Article 1.6 of this Agreement. The Owner shall provide and maintain working funds with the Architect, if required, to pay invoices charged to the Project for materials and furnishings, to secure cash discounts and for required deposits.

3.1.2.7 Services Related to Separate Consultants. The Architect shall provide information to and incorporate information received in a timely manner from those separate consultants retained by the Owner and identified in this Agreement whose activities directly relate to the Project.

ARTICLE 3.2

OWNER'S RESPONSIBILITIES

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

3.2.2 Notice. Prompt written notice shall be given by the Owner to the Architect if the Owner becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents.

3.2.3 Designated Services. The Owner's responsibilities consist of those services identified in the Schedule of Designated Services as being performed by the Owner, Owner's employees and Owner's consultants.

3.2.4 Information. The Owner shall provide full information regarding requirements for the Project.

3.2.5 Owner's Financial Arrangements. If requested by the Architect, the Owner shall furnish evidence that financial arrangements have been made to fulfill the Owner's obligations to the Architect under this Agreement.

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3.2.6 Tests, Inspections and Reports Furnished by Owner. The Owner shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents, or unless otherwise provided in this Agreement.

3.2.7 Legal, Accounting and Insurance Services Furnished by Owner. The Owner shall furnish all legal, accounting and insurance counseling services required for the Project, including auditing services the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of the Owner.

3.2.8 Space Arrangements. The Owner shall provide suitable space for the receipt, inspection and storage of materials, furniture, furnishings and equipment.

3.2.9 Removal of Existing Facilities. The Owner shall be responsible for the relocation or removal of existing facilities, furniture, furnishings and equipment, and the contents thereof, unless otherwise provided by this Agreement.

3.2.10 Responsibility for Services. The drawings, specifications, services, information, surveys and reports required of the Owner under the Agreement shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

3.2.11 Certificates and Certifications. The proposed language of certificates or certifications requested of the Architect or Architect's consultants shall be submitted to the Architect for review and approval at least 14 days prior to execution. The Owner shall not request certifications that would require knowledge or services of the Architect or the Architect's Consultants beyond the scope of this Agreement.

3.2.12 Communications and Security Systems. The Owner shall contract for all temporary and permanent telephone, communications and security systems required for the Project so as not to delay the performance of the Architect's services.

ARTICLE 3.3

CONTRACT ADMINISTRATION

3.3.1 General. The following terms and conditions shall apply to the relevant Contract Administration Phase services, if any, as may be included in the Schedule of Designated Services.

3.3.1.1 Interpretations and Decisions: Timing. To the extent that the following services of the Architect have been designated in the Schedule of Designated Services, the Architect shall interpret and decide matters concerning performance of the Owner and Contractor under the requirements of the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made with reasonable promptness and within any time limits agreed upon.

3.3.1.2 Interpretations and Decisions: Form and Intent. 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 initial decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for the results of interpretations or decisions so rendered in good faith.

3.3.1.3 Decisions on Aesthetic Effect. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

3.3.1.4 Architect's Decisions Subject to Arbitration. The Architect's decisions on claims, disputes or other matters, including those in question between the Owner and Contractor, except for those relating to aesthetic effect as provided in Clause 3.3.1.3, shall be subject to arbitration as provided in this Agreement and in the Contract Documents.

3.3.2 Duration of Contract Administration Phase. The Architect's responsibility to provide services for the Contract Administration Phase under this Agreement commences with the award of the initial Contract for Construction or for Furniture, Furnishings and Equipment, and terminates at the earlier of the issuance to the Owner of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work.

3.3.3 Contract(s) for the Work. The Architect shall provide administration of Contract(s) for Construction or Furniture, Furnishings and Equipment as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, or AIA Document A271, General Conditions of the Contract for Furniture, Furnishings and Equipment, current as of the date of this Agreement.

3.3.4 Modification of Responsibilities. Duties, responsibilities, and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement of the Owner and Architect with the consent of the Contractor; which consent shall not be unreasonably withheld.

3.3.5 Authority of Architect. The Architect shall be a representative of and shall advise and consult with the Owner (1) during the Contract Administration Phase, and (2) by an amendment to this Agreement, from time to time during the correction period described in the Contract for Construction. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written instrument.

3.3.6 CONSTRUCTION OBSERVATION SERVICES

3.3.6.1 Architect's Responsibility for Observation. On the basis of on-site observations as an architect, the Architect shall keep the Owner informed of the progress and quality of the Work, and shall endeavor to guard the Owner against defects and deficiencies in the Work. The Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work.

3.3.6.2 Project Representation. The furnishing of Project representation services shall not modify the rights, responsibilities or obligations of the Architect as described elsewhere in this Agreement.

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

3.3.6.4 Access to Work. The Architect shall at all times have access to the Work wherever it is in preparation or progress.

3.3.6.5 Communications. Except as may otherwise be provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall communicate through the Architect. Communications by and with the Architect's consultants shall be through the Architect.

3.3.6.6 Minor Changes. The Architect may authorize minor changes in the Work not involving an adjustment in Contract Sum or an extension of the Contract Time which are not inconsistent with the intent of the Contract Documents.

3.3.6.7 Coordination of Furniture, Furnishings and Equipment Delivery and Installation. When the Architect assists the Owner in coordinating schedules for delivery and installation of furniture, furnishings and equipment, the Architect shall not be responsible for malfeasance, neglect or failure of a Contractor, Subcontractor, Sub-subcontractor or material supplier to meet their schedules for completion or to perform their respective duties and responsibilities.

3.3.7 COST ACCOUNTING SERVICES

3.3.7.1 Certificates for Payment. If certification of the Contractor's Applications for Payment is required by this Agreement, the Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's observations at the site as provided in Subparagraph 3.3.6.1 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Architect.

3.3.7.2 Limitations. 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 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.

3.3.8 INSPECTION AND TESTING ADMINISTRATION SERVICES

3.3.8.1 Rejection of Work. Except as provided in Subparagraph 3.3.8.3, the Architect shall have authority to reject Work which does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable for implementation of the intent of the Contract Documents, the Architect will have authority to require additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the Work.

3.3.8.2 Review and Inspection of Work. The Architect shall review final placement and inspect for damage, quality, assembly and function in order to determine that furniture, furnishings and equipment are in accordance with the requirements of the Contract Documents.

3.3.8.3 Rejection of Work Involving Furniture, Furnishings and Equipment. Unless otherwise designated, the Architect's duties shall not extend to the receipt, inspection and acceptance on behalf of the Owner of furniture, furnishings and equipment at the time of their delivery to the premises and installation. The Architect is not authorized to reject nonconforming furniture, furnishings and equipment, sign Change Orders on behalf of the Owner, stop the Work, or terminate a Contract on behalf of the Owner. However, the Architect shall recommend to the Owner rejection of furniture, furnishings and equipment which does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable for implementation of the intent of the Contract Documents, the Architect will have authority to require additional inspection or testing of furniture, furnishings and equipment in accordance with the provisions of the Contract Documents, whether or not such furniture, furnishings and equipment is fabricated, installed or completed.

3.3.9 SUBMITTAL SERVICES

3.3.9.1 Submittal Review. To the extent required by this Agreement, the Architect shall review and approve or take other appropriate action upon 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 action shall be taken with such reasonable promptness as to cause no delay in the Work or in the construction of the Owner or of separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review.

3.3.9.2 Limitations. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor to the extent required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of construction

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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.

3.3.10 Reliance on Professional Certification. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

ARTICLE 3.4

USE OF PROJECT DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

3.4.1 Architect's Reserved Rights. The Drawings, Specifications and other documents prepared by the Architect for this Project are instruments of the Architect's service for use solely with respect to this Project and, unless otherwise provided, the Architect shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright.

3.4.2 Limitations on Use. The Owner shall be permitted to retain copies, including reproducible copies, of the Project Drawings, Specifications and other documents for information and reference in connection with the Owner's use and occupancy of the Project. The Project Drawings, Specifications or other documents shall not be used by the Owner or others on other projects, for additions to this Project or for completion of this Project by others, unless the Architect is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.

3.4.3 Unpublished Works. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the Architect's reserved rights.

ARTICLE 3.5

COST OF THE WORK

3.5.1 DEFINITION

3.5.1.1 Total Cost. The Cost of the Work shall be the total cost or estimated cost to the Owner of all elements of the Project to be included in the Contract Documents.

3.5.1.2 Items Included. The Cost of the Work shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designated, specified, selected or specially provided for by the Architect in the Contract Documents, including the cost of the Contractor's management or supervision of construction or installation, plus a reasonable allowance for the Contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work during construction.

3.5.1.3 Items Excluded. The Cost of the Work does not include the compensation of the Architect and the Owner's or Architect's consultants, the costs of the land, rights-of-way, financing or other costs which are the responsibility of the Owner as provided in Article 3.2.

3.5.2 RESPONSIBILITY FOR COST OF THE WORK

3.5.2.1 Limitation of Responsibility. Evaluations of the Owner's Project budget, preliminary estimates of the Cost of the Work and detailed estimates of the Cost of the Work, if any, prepared by the Architect, represent the Architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over 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 Project budget or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

3.5.2.2 Fixed Limit of the Cost of the Work. If a fixed limit of the Cost of the Work has been established, the Architect shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, furniture, furnishings and equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids to adjust the Cost of the Work to the fixed limit. Fixed limits, if any, shall be increased in the amount of an increase in the Contract Sum occurring after execution of the Contract for Construction.

3.5.2.3 Adjustments. If the Bidding or Negotiation Phase has not commenced within 90 days after the Contract Documents are submitted to the Owner, the Project budget or fixed limit of the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the Contract Documents to the Owner and the date on which bids or negotiated proposals are sought.

3.5.2.4 Owner's Responsibility to Meet Fixed Limit. If a fixed limit of the Cost of the Work (adjusted as provided in Subparagraph 3.5.2.3) is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:

.1 give written approval of an increase in such fixed limit;

.2 authorize rebidding or renegotiation of the Project within a reasonable time;

.3 if the Project is abandoned, terminate in accordance with Paragraph 3.9; or

.4 cooperate in revising the Project scope and quality as required to reduce the Construction Cost.

3.5.2.5 Architect's Responsibility to Meet Fixed Limit. If the Owner chooses to proceed under Clause 3.5.2.4.4, the Architect, without additional compensation, shall modify the documents that the Architect is responsible for preparing under the Designated Services portion of this Agreement as necessary to comply with the fixed limit. The modification of such documents shall be the limit of the Architect's responsibility arising

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out of the establishment of a fixed limit. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

ARTICLE 3.6

PAYMENTS TO THE ARCHITECT

3.6.1 Direct Personnel Expense. Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

3.6.2 Reimbursable Expenses. Reimbursable Expenses are in addition to compensation for the Architect's services and include expenses incurred by the Architect and Architect's employees and consultants in the interest of the Project, as identified in the following Clauses:

.1 transportation in connection with the Project, authorized out-of-town travel, long-distance communications, and fees paid for securing approval of authorities having jurisdiction over the Project;

.2 reproductions, postage and handling of Drawings, Specifications and other documents;

.3 facsimile services, courier services, overnight deliveries or other similar project-related expenditures;

.4 if authorized in advance by the Owner, expense of overtime work requiring higher than regular rates;

.5 renderings, models and mock-ups requested by the Owner;

.6 additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and Architect's consultants; and

.7 Expense of computer-aided design and drafting equipment time when used in connection with the Project.

3.6.3 Payments for Contingent Additional Services and Reimbursable Expenses. Payments on account of the Architect's Contingent Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.

3.6.4 Extended Time. If and to the extent that the time initially established in this Agreement is exceeded or extended through no fault of the Architect, compensation for any services rendered during the additional period of time shall be computed in the manner set forth in Article 1.6.

3.6.5 Changes Affecting Percentage Compensation Method. When compensation is based on a percentage of Construction Cost 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 Part 1, Subparagraph 1.3.2, based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent preliminary estimate of Construction Cost or detailed estimate of Construction Cost for such portions of the Project.

3.6.6 Payments Withheld. No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect has been found to be liable.

3.6.7 Architect's Accounting Records. Records of Reimbursable Expenses, of expenses pertaining to Contingent Additional Services, and of services performed on the basis of a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

ARTICLE 3.7

DISPUTE RESOLUTION

3.7.1 Claims and Disputes. Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by mediation and arbitration in accordance with the Construction Industry Mediation and Arbitration Rules of the American Arbitration Association currently in effect.

3.7.2 Mediation. In addition to and prior to arbitration, the parties shall endeavor to settle disputes by mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Demand for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of repose or limitations.

3.7.3 Arbitration. Demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of repose or limitations.

3.7.4 Consolidation and Joinder. An arbitration pursuant to this paragraph may be joined with an arbitration involving common issues of law or fact between the Architect and any person or entity with whom the Architect has a contractual obligation to arbitrate disputes. No other arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent

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containing a specific reference to this Agreement signed by the Owner, Architect, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

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

ARTICLE 3.8

MISCELLANEOUS PROVISIONS

3.8.1 Governing Law. This Agreement shall be governed by the law of the place of the Project.

3.8.2 Definitions. Terms in this Agreement shall have the same meaning as those in AIA Document A201, General Conditions of the Contract for Construction, and AIA Document A271, General Conditions of the Contract for Furniture, Furnishings and Equipment, current as of the date of this Agreement.

3.8.3 Statutes of Repose or Limitations. Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of repose or limitations shall commence to run not later than either the Date of Substantial Completion for acts or failures occurring prior to Substantial Completion, or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion.

3.8.4 Waivers of Subrogation. The Owner and the Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction, except such rights as they may have to the proceeds of such insurance as set forth in the editions of AIA Document A201, General Conditions of the Contract for Construction, and AIA Document A271, General Conditions of the Contract for Furniture, Furnishings and Equipment, current as of the date of this Agreement. The Owner and Architect shall each require similar waivers from their contractors, consultants and agents.

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

3.8.6 Titles and Headings. The titles and headings in this Agreement are for convenience and shall not be interpreted as supplementing or superseding the intent of the parties as expressed in the body of this Agreement.

3.8.7 Third Parties. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

3.8.8 Hazardous Materials. Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site. If the Architect is required to perform services related to hazardous materials, the Owner agrees to indemnify and hold harmless the Architect, the Architect's consultants and their agents and employees from and against any and all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of services by the Architect, the Architect's consultants or their agents or employees related to such services, except where such liability arises from the sole negligence or willful misconduct of the person or entity seeking indemnification.

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

3.8.10 Conflict of Interest. Except with the Owner's knowledge and consent, the Architect shall not (1) accept trade discounts, (2) have a substantial direct or indirect financial interest in the Project, or (3) undertake any activity or employment or accept any contribution, if it would reasonably appear that such activity, employment, interest or contribution could compromise the Architect's professional judgment or prevent the Architect from serving the best interest of the Owner.

ARTICLE 3.9

TERMINATION, SUSPENSION OR ABANDONMENT

3.9.1 Termination for Breach. This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement, through no fault of the party initiating the termination. Failure of the Owner to make payments to the Architect in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.

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

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3.9.3 Termination on Abandonment. This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect in the event that the Project is permanently abandoned. If the Project is abandoned by the Owner for more than 90 consecutive days, the Architect may terminate this Agreement by giving written notice to the Owner.

3.9.4 Failure of the Owner to make payments to the Architect in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.

3.9.5 Suspension by Architect. If the Owner fails to make payment when due the Architect for services and expenses, the Architect may, upon seven days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Architect within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.

3.9.6 Compensation of Architect. In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Subparagraph 3.9.7.

3.9.7 Termination Expenses. Termination expenses are in addition to compensation for the Architect's services, and include expenses which are directly attributable to termination. Termination Expenses shall be computed as a percentage of the total compensation for all services earned to the time of termination, as follows:

.1 Twenty percent of the total compensation for all services earned to date if termination occurs before or during the Predesign, Site Analysis or Schematic Design Phases; or

.2 Ten percent of the total compensation for all services earned to date if termination occurs during the Design Development Phase; or

.3 Five percent of the total compensation for all services earned to date if termination occurs during any subsequent phase.

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INSTRUCTION SHEET

FOR AIA DOCUMENT B171, STANDARD FORM OF AGREEMENT
FOR INTERIOR DESIGN SERVICES—1990 EDITION

A. GENERAL INFORMATION

1. Purpose

AIA Document B171 is a standard form of agreement between Owner and Architect intended for use on interiors projects where services are divided into five phases: Programming, Schematic Design, Design Development, Contract Documents and Contract Administration.

2. Related Documents

B171 is intended to be used in conjunction with AIA Document A201, General Conditions of the Contract for Construction, and AIA Document A271, General Conditions of the Contract for Furniture, Furnishings and Equipment, both of which it incorporates by reference. It can be used with Architect-Consultant agreements such as AIA Documents C141, C142 or C727.

AIA Document B171 is one of seven documents published by The American Institute of Architects for use on interiors projects. The other interiors documents are:

A171 Owner-Contractor Agreement for Furniture, Furnishings and Equipment
A177 Abbreviated Owner-Contractor Agreement for Furniture, Furnishings and Equipment
A271 General Conditions of the Contract for Furniture, Furnishings and Equipment
A571 Guide for Interiors Supplementary Conditions
A771 Instructions to Interiors Bidders
B177 Abbreviated Form of Agreement for Interior Design Services

In addition, B171 may be used to provide administration of contracts for interior construction under AIA Document A201, General Conditions of the Contract for Construction, and related documents.

3. Uniform Commercial Code

Architects providing administration of contracts for furniture, furnishings and equipment should become familiar with the provisions of the Uniform Commercial Code (UCC) which may apply to those contracts. Most states have adopted a version of the UCC, Article 2 of which applies to the sale of goods. The UCC supplies, by statute, certain terms that may not be expressed in a transaction.

An assumption underlying B171 is that the UCC does not apply to the Owner-Architect Agreement. However, the Architect's role during the Contract Administration Phase (corresponding to the Construction Phase under AIA Document B141) has been adapted to take account of the UCC's applicability to the Contract for Furniture, Furnishings and Equipment. Because *receipt, inspection* and *acceptance* are activities of the buyer (that is, the Owner) under the UCC, Subparagraph 2.6.12 states that the Architect's duties shall not include these activities. In addition, because *rejection* is a remedy of the buyer, the Architect is not authorized to reject Work under Subparagraph 2.6.19, but merely to recommend rejection of nonconforming Work to the Owner.

Copies of the UCC may be obtained from law book stores, from state departments of commerce or by calling West Publishing Company at (800) 328-9352.

4. Arbitration

This document incorporates ARBITRATION by adoption of the Construction Industry Arbitration Rules of the American Arbitration Association. Arbitration is BINDING AND MANDATORY in most states and under the federal Arbitration Act. In a minority of states, arbitration provisions related to future disputes are not enforceable, but arbitration is enforceable if agreed to after the dispute arises. A few states require that the contracting parties be especially notified that the written contract contains an arbitration provision by: a warning on the face of the document, specific placement of the arbitration provision within the document or specific discussions among the parties prior to signing the document.

Arbitration provisions have been included in most AIA contract forms since 1888 in order to encourage alternative dispute resolution procedures and to provide users of AIA documents with legally enforceable arbitration provisions when the parties choose to adopt arbitration into their contract. Individuals may, however, choose to delete the arbitration provisions based upon their business decisions with the advice of counsel. To obtain a copy of the Construction Industry Arbitration Rules, write to the American Arbitration Association, 140 West 51st Street, New York, NY 10020.

5. Use of Non-AIA Forms

If a combination of AIA documents and non-AIA documents is to be used, particular care must be taken to achieve consistency of language and intent. Certain owners require the use of owner-contractor agreements and other contract forms which they

prepare. Such forms should be carefully compared to the standard AIA forms for which they are being substituted before execution of an agreement. If there are any significant omissions, additions or variances from the terms of the related standard AIA forms, both legal and insurance counsel should be consulted. Of particular concern is the need for consistency between the Owner-Architect Agreement and the anticipated General Conditions of the Contracts for Furniture, Furnishings and Equipment and for Construction in the delineation of the Architect's Contract Administration Phase services and responsibilities.

6. Letter Forms of Agreement

Letter forms of agreement are generally discouraged by the AIA, as is the performance of a part or the whole of professional services based on oral agreements or understandings. The standard AIA agreement forms have been developed through more than seventy-five years of experience and have been tested repeatedly in the courts. In addition, the standard forms have been carefully coordinated with other AIA documents.

7. Use of Current Documents

Prior to using any AIA document, the user should consult the AIA, an AIA component chapter or a current AIA Documents List to determine the current edition of each document.

8. Limited License for Reproduction

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B. CHANGES FROM THE PREVIOUS EDITION

1. Format Changes

Former Article 1, Architect's Services, has been subdivided into three new articles. All provisions dealing with payments to the Architect, including Direct Personnel Expense, Reimbursable Expenses and Architect's Accounting Records, have been consolidated and moved to the end of the document.

2. Changes in Content

The revisions incorporated in the 1990 edition of B171 were made in consultation with representatives of The American Society of Interior Designers and generally parallel the revisions made in the 1987 edition of AIA Document B141. Former Article 5, referencing AIA Document D101, Area and Volume of Buildings, has been deleted. Other significant differences in content between this edition and the 1980 edition of B171 include the following.

Article 2: Scope of Architect's Basic Services

Subparagraph 2.2.3
As part of Basic Services, the Architect will assist the Owner in the preparation of the budget and the Project schedule.

Subparagraphs 2.3.5, 2.4.5, 2.5.3 and 2.5.6
The term "Statement of Probable Project Cost" has been changed to "preliminary estimate of the Cost of the Work" to simplify and clarify the terminology of the document.

Subparagraph 2.6.21
Preparation of Change Orders and Change Directives by the Architect is a Basic Service, but preparation of supporting documentation and data is now an Additional Service.

Paragraph 2.7
As part of Basic Services, the Architect will exchange information with the Owner's consultants.

Article 3: Additional Services
Travel by the Architect for the purpose of evaluating furniture, furnishings and equipment is now included among Optional Additional Services. If the Architect is to purchase furniture, furnishings and equipment on behalf of the Owner, such services are required to be set out in a separate exhibit to the Agreement.

Article 6: Use of Architect's Drawings, Specifications and Other Documents
It is noted that documents prepared by the Architect in addition to the Drawings and Specifications are also the property of the Architect, who retains all common law, statutory and other reserved rights.

Article 11: Basis of Compensation

A new provision has been added to indicate when payments are due and payable. The multiple versions of the Basis of Compensation article have been eliminated in favor of a single article; language for use in adapting it to various different bases of compensation is contained in Section C of this Instruction Sheet.

C. COMPLETING THE B171 FORM

1. Modifications

Users are encouraged to consult an attorney before completing an AIA document. Particularly with respect to contractor's licensing laws, duties imposed by building codes, interest charges, arbitration and indemnification, this document may require modification with the assistance of legal counsel to fully comply with state or local laws regulating these matters.

Generally, necessary modifications may be accomplished by writing or typing the appropriate terms in the blank spaces provided on the form, or by supplementary conditions, special conditions or amendments referenced in this document. The form may also be modified by striking out language directly on the pre-printed form. Care must be taken in making these kinds of deletions, however. Under NO circumstances should pre-printed language be struck out in such a way as to render it illegible (as, for example, with blocking tape, correction fluid or X's that completely obscure the text). This may raise suspicions of fraudulent concealment, or suggest that the completed and signed document has been tampered with. Handwritten changes should be initialed by both parties to the contract.

It is definitely not recommended practice to retype the standard document. Besides being outside the limited license for reproduction granted under these Instructions, retyping can introduce typographical errors and cloud the legal interpretation given to a standard clause when blended with modifications.

Retyping eliminates one of the principal advantages of the standard form documents. By merely reviewing the modifications to be made to a standard form document, parties familiar with that document can quickly understand the essence of the proposed relationship. Commercial exchanges are greatly simplified and expedited, good-faith dealing is encouraged, and otherwise latent clauses are exposed for scrutiny. In this way, contracting parties can more fairly measure their risks.

2. Cover Page

Date: The date represents the date the Agreement becomes effective. It may be the date that an oral agreement was reached, the date the Agreement was originally submitted to the Owner, the date authorizing action was taken or the date of actual execution. Professional services should not be performed prior to the effective date of the Agreement.

Identification of Parties: Parties to this Agreement should be identified using the full address and legal name under which the agreement is to be executed, including a designation of the legal status of both parties (sole proprietorship, partnership, joint venture, unincorporated association, limited partnership or corporation [general, closed or professional], etc.). Where appropriate, a copy of the resolution authorizing the individual to act on behalf of the firm or entity should be attached.

Project Description: The proposed Project should be described in sufficient detail to identify (1) the official name or title of the facility, (2) the location of the Project premises, if known, and (3) the size, capacity or scope of the Project, if known.

3. Article 11—Basis of Compensation

Subparagraph 11.1
Insert the dollar amount of the initial payment and indicate the manner in which it is to be credited to the Owner's account.

Subparagraph 11.2.1
Sample language is provided below for describing five methods of computing compensation

Compensation—Multiple of Direct Personnel Expense. "Compensation for services rendered by Principals, employees and professional consultants shall be based on a Multiple of Direct Personnel Expense in the same manner as described in Subparagraph 11.4.1."

Compensation—Professional Fee Plus Expenses: "Compensation shall be a Fixed Fee of Dollars ($) plus compensation for services rendered by Principals, employees and professional consultants, in the same manner as described in Subparagraph 11.4.1."

Compensation—Stipulated Sum: "Compensation shall be a Fixed Fee of Dollars ($)."

Compensation—Percentage of the Cost of the Work: "Compensation shall be based on one of the following Percentages of the Cost of the Work as defined in Article 5:

For portions of the Project to be awarded under:

A single stipulated-sum contract:	percent (%)
Separate stipulated-sum contracts:	percent (%)
A single cost-plus contract:	percent (%)
Separate cost-plus contracts:	percent (%)"

Compensation—Area Fee: "Compensation shall be based upon an Area Fee computed at Dollars ($) per square foot of Project Area, as defined in ." (Identify source of definition of Project Area. Definitions may be found in AIA Document D101, Architectural Area and Volume of Buildings, and in the *Standard Method of Measuring Floor Area in Office Buildings* published by the Building Owners and Managers Association.)

Compensation may also be computed based upon a composite of the methods described above.

Subparagraph 11.2.2
For compensation based on professional fee plus expenses, stipulated sum, percentage of the Cost of the Work or area fee, insert the percentages of total payment payable for each separate phase of services. These percentages may vary with each Project and do not necessarily have a direct relationship to the time and efforts of the Architect.

Because phases may overlap in time, these percentages have been expressed separately for each phase, rather than cumulatively. This facilitates billing when services are being provided in more than one phase at a time.

Paragraph 11.3
Insert the basis of compensation for Project Representation Beyond Basic Services.

Subparagraph 11.4.1
If billing rates are used and Principals and employees are classified in accordance with the AIA publication *Compensation Guidelines for Architectural/Engineering Services,* insert:

(a) Principals' time at the fixed rate of Dollars ($) per hour.
For the purposes of this Agreement, the Principals are: (List Principals.)

(b) Supervisory time at the fixed rate of Dollars ($) per hour.
For the purposes of this Agreement, supervisory personnel include: (Describe supervisory personnel by job title, such as Project Architect.)

(c) Technical Level I time at the fixed rate of Dollars ($) per hour.
For the purposes of this Agreement, Technical Level I personnel include: (Describe by job title, such as Senior Designer, Specifier, etc.)

(d) Technical Level II time at the fixed rate of Dollars ($) per hour.
For the purposes of this Agreement, Technical Level II personnel include: (Describe by job title, such as Junior Designer, Senior Draftsman, etc.)

(e) Technical Level III and clerical time at the fixed rate of Dollars ($) per hour.
For the purposes of this Agreement, Technical Level III and clerical personnel include: (Describe by job title, such as Junior Draftsman, Secretary, etc.)

If a multiple of Direct Personnel Expense is used, insert: "Principals' and employees' time at a multiple of ( ) times their Direct Personnel Expense as defined by the AIA publication *Compensation Guidelines for Architectural/Engineering Services.*"

If a multiple of direct salaries is used, the term "Direct Salaries" should be substituted for Direct Personnel Expense above.

Subparagraph 11.4.2
Insert the multiple to be used to determine the cost to the Architect of Additional Services of consultants as defined in Article 3 or Article 12.

Paragraph 11.5
Insert the multiple to be used to determine the amount due the Architect, Architect's employees or consultants for Reimbursable Expenses as described in Paragraph 10.2 or Article 12.

Paragraph 11.6
Insert the percentage rate and basis (monthly, annual) of interest charges.

Paragraph 11.7
Insert the number of months beyond which the Architect shall be compensated for Basic Services on the same basis as for Additional Services.

Article 12—Other Conditions or Services
Insert provisions, if any, on additional phases of services, Additional Services, special compensation arrangements, other consultants or any other conditions.

D. EXECUTION OF THE AGREEMENT

Each person executing the Agreement should indicate the capacity in which they are acting (i.e., president, secretary, partner, etc.) and the authority under which they are executing the Agreement. Where appropriate, a copy of the resolution authorizing the individual to act on behalf of the firm or entity should be attached.

AIA Document B171

Standard Form of Agreement for Interior Design Services

1990 EDITION

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.

AGREEMENT

made as of the day of in the year of
(In words, indicate day, month and year)

BETWEEN the Owner:
(Name and address)

and the Architect:
(Name and address)

For the following Project:
(Include detailed description of Project, location, address and scope.)

The Owner and Architect agree as set forth below.

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ARTICLE 1
ARCHITECT'S RESPONSIBILITIES

1.1 ARCHITECT'S SERVICES

1.1.1 The Architect's services consist of those services performed by the Architect, Architect's employees and Architect's consultants as enumerated in Articles 2 and 3 of this Agreement and any other services included in Article 12.

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

1.1.3 The services covered by this Agreement are subject to the time limitations contained in Subparagraph 11.7.

ARTICLE 2
SCOPE OF ARCHITECT'S BASIC SERVICES

2.1 DEFINITION

2.1.1 The Architect's Basic Services consist of those described in Paragraphs 2.2 through 2.7 and any other services identified in Article 12 as part of Basic Services.

2.2 PROGRAMMING PHASE

2.2.1 The Architect shall consult with the Owner and other parties designated in this Agreement to ascertain the applicable requirements of the Project and shall review the understanding of such requirements with the Owner.

2.2.2 The Architect shall document the applicable requirements necessary for the various Project functions or operations, such as those for existing and projected personnel, space, furniture, furnishings and equipment, operating procedures, security criteria, and communications relationships.

2.2.3 The Architect shall assist the Owner in the preparation of a budget for the Work and a Project schedule.

2.2.4 The Architect shall analyze the feasibility of achieving the Owner's budget for the Work, Project schedule and requirements within the limitations of the building or buildings within which the Project is to be located.

2.2.5 Based on a review and analysis of the functional and organizational relationships, requirements and objectives for the Project, the Architect shall provide a written program of requirements for the Owner's approval.

2.3 SCHEMATIC DESIGN PHASE

2.3.1 Based on the approved written program, the Architect shall prepare for the Owner's approval preliminary diagrams showing the general functional relationships for both personnel and operations.

2.3.2 The Architect shall review with the Owner alternative approaches to designing and carrying out the Work.

2.3.3 Based on the approved relationship diagrams, the Architect shall prepare space allocation and utilization plans indicating partition and furnishings locations and preliminary furniture and equipment layouts.

2.3.4 The Architect shall prepare studies to establish the design concept of the Project, indicating the types and quality of finishes and materials and furniture, furnishings and equipment.

2.3.5 The Architect shall submit to the Owner a preliminary estimate of the Cost of the Work, based on the recommended design concept and on current costs for projects of similar scope and quality.

2.4 DESIGN DEVELOPMENT PHASE

2.4.1 Based on the approved Schematic Design and any adjustments authorized by the Owner in the program, schedule or Project budget, the Architect shall prepare, for approval by the Owner, Design Development drawings and other documents to fix and describe the size and character of the interior construction of the Project.

2.4.2 The Architect shall prepare such data and illustrations for furniture, furnishings and equipment as may be appropriate for the Project, including specially designed items or elements, to indicate finished appearance and functional operation.

2.4.3 The Architect shall recommend colors, materials and finishes not otherwise specified for the Project.

2.4.4 The Architect shall prepare such other Design Development data, illustrations and documents as may be appropriate for the Project, as described in Article 12.

2.4.5 The Architect shall advise the Owner of any adjustments to the preliminary estimate of the Cost of the Work, based on anticipated unit costs and prices.

2.5 CONTRACT DOCUMENTS PHASE

2.5.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the budget for the Work authorized by the Owner, the Architect shall prepare, for approval by the Owner, Drawings, Specifications and other documents setting forth in detail the requirements for the interior construction necessary for the Project. The Work described by such interior construction documents is intended to be performed by the Owner or under one or more Contracts between the Owner and Contractor for construction.

2.5.2 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the Project budget authorized by the Owner, the Architect shall prepare, for approval by the Owner, Drawings, Specifications and other documents setting forth in detail the requirements for the fabrication, procurement, shipment, delivery and installation of furniture, furnishings and equipment for the Project. Such Work is intended to be

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performed under one or more Contracts or Purchase Orders between the Owner and Contractor.

2.5.3 The Architect shall advise the Owner of any adjustments to previous preliminary estimates of the Cost of the Work indicated by changes in requirements or general market conditions.

2.5.4 The Architect shall assist the Owner in the preparation of the necessary bidding and procurement information.

2.5.5 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.

2.5.6 The Architect, following the Owner's approval of the Drawings and Specifications and of the latest preliminary estimate of the Cost of the Work, shall (1) assist the Owner in obtaining bids or negotiated proposals and (2) assist in awarding and preparing contracts for interior construction and for furniture, furnishings and equipment. Bidding and negotiating activities shall be coordinated by the Architect.

2.6 CONTRACT ADMINISTRATION PHASE

2.6.1 The Architect's responsibility to provide Basic Services for the Contract Administration Phase under this Agreement commences with the award of one or more Contracts or the issuance of one or more purchase orders and terminates at the earlier of the issuance to the Owner of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work.

2.6.2 Unless otherwise provided in this Agreement: the Architect shall provide administration of the contracts for construction as set forth in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement; the Architect shall provide administration of the contracts for furniture, furnishings and equipment only as set forth below and in the edition of AIA Document A271, General Conditions of the Contract for Furniture, Furnishings and Equipment, current as of the date of this Agreement.

2.6.3 Duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement of the Owner and Architect with consent of the Contractors, which consent shall not be unreasonably withheld.

2.6.4 The Architect shall be a representative of and shall advise and consult with the Owner (1) during the Contract Administration Phase until final payment to the Contractors is due, and (2) as an Additional Service, at the Owner's direction, from time to time until expiration of any applicable correction periods. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written instrument.

2.6.5 The Architect shall assist the Owner in coordinating schedules for delivery and installation of the Work, but shall not be responsible for malfeasance, neglect or failure of a Contractor, Subcontractor, Sub-subcontractor or material supplier to meet their schedules for completion or to perform their respective duties and responsibilities.

2.6.6 The Architect shall visit the Project premises as deemed necessary by the Architect, or as otherwise agreed by the Owner and Architect in writing to become generally familiar with the progress and quality of the Work completed and to determine in general if the Work is being performed in a manner indicating that the Work when completed will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous inspections at the Project premises to check the quality or quantity of the Work. On the basis of such observations as an architect, the Architect shall keep the Owner informed of the progress and quality of the Work, and shall endeavor to guard the Owner against defects and deficiencies in the Work. *(More extensive representation on the Project premises may be agreed to as an Additional Service, as described in Paragraph 3.2.)*

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

2.6.8 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

2.6.9 Except as may otherwise be provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractors shall communicate through the Architect. Communications by and with the Architect's consultants shall be through the Architect.

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

2.6.11 The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's observations at the Project premises as provided in Subparagraph 2.6.6 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to final completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment shall not be a representation that the Work is without latent defects, or that the Architect has (1) made exhaustive or continuous inspections at the Project premises to check the quality or quantity of the Work, (2) reviewed the means, methods, techniques, sequences or procedures of construction, fabrication, procurement, shipment, delivery or installation, (3) reviewed copies of requisitions received from Subcontractors and other data requested by the Owner to substantiate the Contractor's right to payment or (4) ascertained how and for what purpose the Contractor has used money previously paid on account of the Contract Sum.

2.6.12 Unless otherwise provided, the Architect's duties shall not extend to the receipt, inspection and acceptance on behalf of the Owner of furniture, furnishings and equipment at the time of their delivery to the premises and installation. The

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Architect is not authorized to reject nonconforming Work, sign Change Orders on behalf of the Owner, stop the Work or terminate a Contract on behalf of the Owner.

2.6.13 The Architect shall interpret and decide matters concerning performance of the Owner and Contractors under the requirements of the Contract Documents on written request of either the Owner or a Contractor. The Architect's response to such requests shall be made with reasonable promptness and within any time limits agreed upon.

2.6.14 The Architect shall render written decisions within a reasonable time on all claims, disputes or other matters in question between the Owner and Contractor relating to the execution or progress of the Work as provided in the Contract Documents.

2.6.15 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 initial decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractors, shall not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith.

2.6.16 The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

2.6.17 The Architect's decisions on claims, disputes or other matters, including those in question between the Owner and Contractors, except for those relating to aesthetic effect as provided in Subparagraph 2.6.16, shall be subject to arbitration as provided in this Agreement and in the Contract Documents.

2.6.18 The Architect shall review final placement and inspect for damage, quality, assembly and function in order to determine that furniture, furnishings and equipment are in accordance with the requirements of the Contract Documents.

2.6.19 The Architect shall recommend to the Owner rejection of Work which does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable for implementation of the intent of the Contract Documents, the Architect will have authority to require additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed.

2.6.20 The Architect shall review and approve or take other appropriate action upon Contractors' 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 action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner or of separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor to the extent required by the Contract Documents. The Architect's review shall not indicate approval of safety precautions or, unless otherwise specifically stated by the Architect, of the means, methods, techniques, sequences or procedures of construction, fabrication, transportation or installation. The Architect's approval of a specific item shall not constitute approval of an assembly of which the item is a component, and the Architect's approval of a Sample or Samples shall not constitute approval of that item as delivered and installed if not in conformance with such approved Sample.

2.6.21 The Architect shall prepare Change Orders and Change Directives, with supporting documentation and data if deemed necessary by the Architect as provided in Subparagraphs 3.1.1 and 3.4.3, for the Owner's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are not inconsistent with the intent of the Contract Documents.

2.6.22 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, shall receive 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 Contractors, and shall issue final Certificates for Payment upon compliance with the requirements of the Contract Documents.

2.7 SERVICES RELATED TO SEPARATE CONSULTANTS

2.7.1 The Architect shall provide information to and incorporate information received in a timely manner from those separate consultants retained by the Owner and identified in Article 12 whose activities directly relate to the Project.

ARTICLE 3
ADDITIONAL SERVICES

3.1 GENERAL

3.1.1 The services described in this Article 3 are not included in Basic Services unless so identified in Article 12, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services. The services described under Paragraphs 3.2 and 3.5 shall only be provided if authorized or confirmed in writing by the Owner. If services described under Contingent Additional Services in Paragraph 3.4 are required due to circumstances beyond the Architect's control, the Architect shall notify the Owner prior to commencing such services. If the Owner deems that such services described under Paragraph 3.4 are not required, the Owner shall give prompt written notice to the Architect. If the Owner indicates in writing that all or part of such Contingent Additional Services are not required, the Architect shall have no obligation to provide those services.

3.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES

3.2.1 If more extensive representation at the Project premises than is described in Subparagraph 2.6.6 is required, the Architect shall provide one or more Project Representatives to assist in carrying out such responsibilities at the Project premises.

3.2.2 Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefor as agreed by the Owner and Architect. The duties, responsibilities and limitations of authority of Project Representatives shall be as described in the edition of AIA Document B352 current as of the date of this Agreement, unless otherwise agreed.

3.2.3 Through the observations by such Project Representatives, the Architect shall endeavor to provide further protection for the Owner against defects and deficiencies in the Work, but the furnishing of such project representation shall

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not modify the rights, responsibilities or obligations of the Architect as described elsewhere in this Agreement.

3.3 PURCHASING OF FURNITURE, FURNISHINGS AND EQUIPMENT BY THE ARCHITECT

3.3.1 If the Owner and Architect agree that the Architect will purchase furniture, furnishings and equipment on behalf of the Owner with funds provided by the Owner, the duties related to such services shall be set forth in a separate exhibit to this Agreement.

3.4 CONTINGENT ADDITIONAL SERVICES

3.4.1 Making revisions in Drawings, Specifications or other documents when such revisions are:

.1 inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program or Project budget;

.2 required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; or

.3 due to changes required as a result of the Owner's failure to render decisions in a timely manner.

3.4.2 Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, the Owner's schedule, or the method of bidding or negotiating and contracting for interior construction and furniture, furnishings and equipment, except for services required under Subparagraph 5.2.5.

3.4.3 Preparing Drawings, Specifications and other documentation and supporting data, evaluating Contractor's proposals, and providing other services in connection with Change Orders and Change Directives.

3.4.4 Providing services in connection with evaluating substitutions proposed by Contractors and making subsequent revisions to Drawings, Specifications and other documentation resulting therefrom.

3.4.5 Providing consultation concerning replacement of Work damaged by fire or other cause, and furnishing services required in connection with the replacement of such Work.

3.4.6 Providing services made necessary by the default of a Contractor or Subcontractor, by major defects or deficiencies in their Work, or by failure of performance of either the Owner or a Contractor under a Contract for the Work.

3.4.7 Providing services in evaluating an extensive number of claims submitted by Contractors or others in connection with the Work.

3.4.8 Providing services in connection with a public hearing, arbitration proceeding or legal proceeding except where the Architect is party thereto.

3.4.9 Preparing documents for alternate, separate or sequential bids or providing out-of-sequence services requested by the Owner.

3.5 OPTIONAL ADDITIONAL SERVICES

3.5.1 Providing financial feasibility or other special studies.

3.5.2 Providing planning surveys, building evaluations or comparative studies of prospective buildings.

3.5.3 Providing special surveys, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.

3.5.4 Providing services relative to future facilities, systems, furniture, furnishings and equipment.

3.5.5 Providing services to investigate existing conditions or facilities or to make measured drawings thereof.

3.5.6 Making investigations, inventories of materials or furniture, furnishings and equipment, or valuations and detailed appraisals of existing facilities, furniture, furnishings and equipment, and the relocation thereof.

3.5.7 Providing services to verify the accuracy of drawings or other information furnished by the Owner.

3.5.8 Providing services involving travel for the purpose of evaluating materials, furniture, furnishings and equipment proposed for the Project.

3.5.9 Providing services of consultants for structural, mechanical and electrical engineering portions of the Project.

3.5.10 Providing special studies for the Project such as analyzing acoustical or lighting requirements, record retention, communications and security systems.

3.5.11 Providing services for the design or selection of graphics and signage.

3.5.12 Providing services in connection with the procurement of works of art.

3.5.13 Receipt, inspection and acceptance on behalf of the Owner of furniture, furnishings and equipment at the time of their delivery to the premises and installation.

3.5.14 Providing services in connection with the work of a construction manager or separate consultants retained by the Owner except as required by Paragraph 2.7.

3.5.15 Providing detailed estimates of the Cost of the Work.

3.5.16 Providing detailed quantity surveys or inventories of material, equipment and labor.

3.5.17 Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.

3.5.18 Providing analyses of maintenance and operating costs.

3.5.19 Providing services for planning tenant or rental spaces.

3.5.20 Providing services relating to the Work of a Contractor after issuance to the Owner of the final Certificate for Payment for such Contractor's Work, or in the absence of a final Certificate for Payment, more than 60 days after the date of Substantial Completion of the Work.

3.5.21 Preparing a set of reproducible record drawings or specifications showing significant changes in the Work made during the performance thereof based on marked-up prints, drawings and other data furnished by the Contractors to the Architect.

3.5.22 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

ARTICLE 4

OWNER'S RESPONSIBILITIES

4.1 The Owner shall provide full information regarding requirements for the Project.

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

4.3 If requested by the Architect, the Owner shall furnish evidence that financial arrangements have been made to fulfill the Owner's obligations under this Agreement.

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

4.5 If services are required under Paragraph 3.3, the Owner shall provide and maintain working funds with the Architect, if required, to pay invoices charged to the Project for materials and furnishings, to secure cash discounts and for required deposits.

4.6 The Owner shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.

4.7 The Owner shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services the Owner may require to verify the Contractors' Applications for Payment or to ascertain how or for what purposes the Contractors have used the money paid by or on behalf of the Owner.

4.8 The drawings, specifications, services, information, surveys and reports provided by the Owner pertaining to the Project shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

4.9 Prompt written notice shall be given by the Owner to the Architect if the Owner becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents.

4.10 The proposed language of certificates or certifications requested of the Architect or Architect's consultants shall be submitted to the Architect for review and approval at least 14 days prior to execution. The Owner shall not request certifications that would require knowledge or services beyond the scope of this Agreement.

4.11 The Owner shall provide suitable space for the receipt, inspection and storage of materials, furniture, furnishings and equipment.

4.12 The Owner shall contract for all temporary and permanent telephone, communications and security systems required for the Project so as not to delay the performance of the Architect's services.

4.13 The Owner shall be responsible for the relocation or removal of existing facilities, furniture, furnishings and equipment, and the contents thereof, unless otherwise provided by this Agreement.

ARTICLE 5

COST OF THE WORK

5.1 DEFINITION

5.1.1 The Cost of the Work shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Architect, including the costs of the Contractor's management or supervision of construction or installation.

5.1.2 The Cost of the Work shall include the cost at current market rates of labor, materials, furniture, furnishings and equipment furnished by the Owner, and equipment designed, specified, selected or specially provided for by the Architect, including the costs of the Contractors' management or supervision of construction or installation, plus a reasonable allowance for the Contractors' overhead and profit. In addition, a reasonable amount for contingencies shall be included for market conditions at the time of bidding and changes in the Work during the Contract Administration Phase.

5.1.3 The Cost of the Work does not include the compensation of the Architect and Architect's consultants, the cost of financing or other costs which are the responsibility of the Owner as provided in Article 4.

5.2 RESPONSIBILITY FOR THE COST OF THE WORK

5.2.1 Evaluations of the Owner's Project budget, preliminary estimates of the Cost of the Work and detailed estimates of the Cost of the Work, if any, prepared by the Architect represent the Architect's best judgment as a design professional familiar with interior design. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, furniture, furnishings or equipment, over the Contractors' methods of determining bid prices, or over 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 Project budget or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

5.2.2 No fixed limit of the Cost of the Work shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget, unless such fixed limit has been agreed upon in writing and signed by the parties hereto. If such a fixed limit has been established, the Architect shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, furniture, furnishings and equipment, finishes, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids to adjust the Cost of the Work to the fixed limit. Fixed limits, if any, shall be increased in the amount of an increase in the Contract Sum occurring after execution of the Contracts.

5.2.3 If bidding or negotiating has not commenced within 90 days after the Architect submits the proposed Contract Documents to the Owner, any Project budget or fixed limit of the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the interiors industry between the date of submission of the Contract Documents to the Owner and the date on which proposals are sought.

5.2.4 If a fixed limit of the Cost of the Work (adjusted as provided in Subparagraph 5.2.3) is exceeded by the lowest bona fide bids or negotiated proposals, the Owner shall:

.1 give written approval of an increase in such fixed limit;

.2 authorize rebidding or renegotiating of the Project within a reasonable time;

.3 if the Project is abandoned, terminate in accordance with Paragraph 8.3, or

.4 cooperate in revising the Project scope and quality as required to reduce the Cost of the Work.

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5.2.5 If the Owner chooses to proceed under Clause 5.2.4.4, the Architect, without additional charge, shall modify the Contract Documents as necessary to comply with the fixed limit, if established as a condition of this Agreement. The modification of the Contract Documents shall be the limit of the Architect's responsibility arising out of the establishment of a fixed limit. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Contract Administration Phase is commenced.

ARTICLE 6

USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

6.1 The Drawings, Specifications and other documents prepared by the Architect for this Project are instruments of the Architect's service for use solely with respect to this Project and, unless otherwise provided, the Architect shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall be permitted to retain copies, including reproducible copies, of the Architect's Drawings, Specifications and other documents for information and reference in connection with the Owner's use and occupancy of the Project. The Architect's Drawings, Specifications or other documents shall not be used by the Owner or others on other projects, for additions to this Project or for completion of this Project by others, unless the Architect is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.

6.2 Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the Architect's reserved rights.

ARTICLE 7

ARBITRATION

7.1 Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise.

7.2 Demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitations.

7.3 No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the Owner, Architect and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

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

ARTICLE 8

TERMINATION, SUSPENSION OR ABANDONMENT

8.1 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

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

8.3 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect in the event that the Project is permanently abandoned. If the Project is abandoned by the Owner for more than 90 consecutive days, the Architect may terminate this Agreement by giving written notice.

8.4 Failure of the Owner to make payments to the Architect in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.

8.5 If the Owner fails to make payment when due the Architect for services and expenses, the Architect may, upon seven days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Architect within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.

8.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Paragraph 8.7.

8.7 Termination Expenses are in addition to compensation for Basic and Additional Services, and include expenses which are directly attributable to termination. Termination Expenses shall be computed as a percentage of the total compensation for Basic and Additional Services earned to the time of termination, as follows:

.1 Twenty percent of the total compensation for Basic and Additional Services earned to date if termination occurs before or during the Programming or Schematic Design Phases; or

.2 Ten percent of the total compensation for Basic and Additional Services earned to date if termination occurs during the Design Development Phase; or

.3 Five percent of the total compensation for Basic and Additional Services earned to date if termination occurs during any subsequent phase.

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ARTICLE 9
MISCELLANEOUS PROVISIONS

9.1 Unless otherwise provided, this Agreement shall be governed by the law of the principal place of business of the Architect.

9.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201, General Conditions of the Contract for Construction, and in AIA Document A271, General Conditions of the Contract for Furniture, Furnishings and Equipment, as appropriate, current as of the date of this Agreement.

9.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion, or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion.

9.4 The Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction and installation, except such rights as they may have to the proceeds of such insurance set forth in the editions of AIA Document A201, General Conditions of the Contract for Construction, and AIA Document A271, General Conditions of the Contract for Furniture, Furnishings and Equipment, current as of the date of this Agreement. The Owner and Architect each shall require similar waivers from their contractors, consultants and agents.

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

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

9.7 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

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

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

9.10 Except with the Owner's knowledge and consent, the Architect shall not (1) accept trade discounts, (2) have a significant financial interest, or (3) undertake any activity or employment or accept any contribution, if it would reasonably appear that such activity, employment, interest or contribution could compromise the Architect's professional judgment or prevent the Architect from serving the best interests of the Owner.

ARTICLE 10
PAYMENTS TO THE ARCHITECT

10.1 DIRECT PERSONNEL EXPENSE

10.1.1 Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

10.2 REIMBURSABLE EXPENSES

10.2.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and Architect's employees and consultants in the interest of the Project, as identified in the following Clauses.

10.2.1.1 Expense of transportation in connection with the Project; expenses in connection with authorized out-of-town travel; long-distance communications; and fees paid for securing approval of authorities having jurisdiction over the Project.

10.2.1.2 Expense of reproductions, postage and handling of Drawings, Specifications and other documents.

10.2.1.3 If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates.

10.2.1.4 Expense of renderings, models and mock-ups requested by the Owner.

10.2.1.5 Expense of additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and Architect's consultants.

10.2.1.6 Expense of computer-aided design and drafting equipment time when used in connection with the Project.

10.3 PAYMENTS ON ACCOUNT OF BASIC SERVICES

10.3.1 An initial payment as set forth in Paragraph 11.1 is the minimum payment under this Agreement.

10.3.2 Subsequent payments for Basic Services shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service, on the basis set forth in Subparagraph 11.2.2.

10.3.3 If and to the extent that the time initially established in Paragraph 11.7 of this Agreement is exceeded or extended through no fault of the Architect, compensation for any services rendered during the additional period of time shall be computed in the manner set forth in Subparagraph 11.4.1.

10.3.4 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not completed, compensation for those portions of the Project shall be payable to the extent services are per-

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formed on those portions, in accordance with the schedule set forth in Subparagraph 11.2.2, based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent preliminary estimate of the Cost of the Work or detailed estimate of the Cost of the Work for such portions of the Project.

10.4 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

10.4.1 Payments on account of the Architect's Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.

10.5 PAYMENTS WITHHELD

10.5.1 No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to Contractors, or on account of the cost of changes in the Work other than those for which the Architect has been found to be liable.

10.6 ARCHITECT'S ACCOUNTING RECORDS

10.6.1 Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

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ARTICLE 11
BASIS OF COMPENSATION

The Owner shall compensate the Architect as follows:

11.1 AN INITIAL PAYMENT of Dollars ($)
shall be made upon execution of this Agreement and credited to the Owner's account as follows:

(Indicate whether initial payment will be credited to the first, to the last or proportionately to all payments on the Owner's account.)

11.2 BASIC COMPENSATION

11.2.1 FOR BASIC SERVICES, as described in Article 2, and any other services included in Article 12 as part of Basic Services, Basic Compensation shall be computed as follows:

(Insert basis of compensation, including stipulated sums, multiples or percentages, and identify phases to which particular methods of compensation apply, if necessary.)

11.2.2 Where compensation is based on a stipulated sum or percentage of the Cost of the Work, progress payments for Basic Services in each phase shall total the following percentages of the total Basic Compensation payable:

(Insert additional phases as appropriate.)

Programming Phase:	percent (%)
Schematic Design Phase	percent (%)
Design Development Phase	percent (%)
Contract Documents Phase	percent (%)
Contract Administration Phase	percent (%)
Total Basic Compensation	one hundred percent (100%)

11.3 FOR PROJECT REPRESENTATION BEYOND BASIC SERVICES, as described in Paragraph 3.2, compensation shall be computed as follows:

11.4 COMPENSATION FOR ADDITIONAL SERVICES

11.4.1 FOR ADDITIONAL SERVICES OF THE ARCHITECT, as described in Articles 3 and 12, other than (1) Additional Project Representation as described in Paragraph 3.2, and (2) services included in Article 12 as part of Basic Services, but excluding services of consultants, compensation shall be computed as follows:

(Insert basis of compensation, including rates and/or multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply, if necessary.)

11.4.2 FOR SERVICES OF CONSULTANTS, including structural, mechanical and electrical engineering services and those provided under Subparagraph 3.5.9 or identified in Article 12, a multiple of ( ) times the amount billed to the Architect for such services.

(Identify specific types of consultants in Article 12, if required.)

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11.5 FOR REIMBURSABLE EXPENSES, as described in Paragraph 10.2, and any other items included in Article 12 as Reimbursable Expenses, a multiple of ( ) times the expenses incurred by the Architect, the Architect's employees and consultants in the interest of the Project.

11.6 Payments are due and payable ( ) days from the date of the Architect's invoice. Amounts unpaid ( ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of interest agreed upon.)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

11.7 IF THE BASIC SERVICES covered by this Agreement have not been completed within ( ) months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Subparagraphs 10.3.3 and 11.4.1.

ARTICLE 12

OTHER CONDITIONS OR SERVICES

(Insert descriptions of other services, identify Additional Services included within Basic Compensation and modifications to the payment and compensation terms included in this Agreement.)

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

OWNER	ARCHITECT
(Signature)	*(Signature)*
(Printed name and title)	*(Printed name and title)*

CAUTION: You should sign an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.

INSTRUCTION SHEET

FOR AIA DOCUMENT B177, ABBREVIATED FORM OF AGREEMENT
FOR INTERIOR DESIGN SERVICES—1990 EDITION

A. GENERAL INFORMATION

1. Purpose

AIA Document B177, an abbreviated form, is intended for use on interiors projects of limited scope where the complexity and detail of AIA Document B171, Standard Form of Agreement for Interior Design Services, are not required.

This document may be used with a variety of compensation methods, including percentage of Cost of the Work, multiple of Direct Personnel Expense and stipulated sum.

2. Related Documents

B177 is intended to be used to provide administration of one or more contracts for furniture, furnishings and equipment under AIA Document A177 or the combination of AIA Documents A171 and A271. However, AIA Document B171 may be more appropriate for use on projects of greater complexity.

AIA Document B177 is one of seven documents published by The American Institute of Architects for use on interiors projects. The other interiors documents are:

A171 Owner-Contractor Agreement for Furniture, Furnishings and Equipment
A177 Abbreviated Owner-Contractor Agreement for Furniture, Furnishings and Equipment
A271 General Conditions of the Contract for Furniture, Furnishings and Equipment
A571 Guide for Interiors Supplementary Conditions
A771 Instructions to Interiors Bidders
B171 Standard Form of Agreement for Interior Design Services

3. Uniform Commercial Code

Architects providing administration of contracts for furniture, furnishings and equipment should become familiar with the provisions of the Uniform Commercial Code (UCC) which may apply to those contracts. Most states have adopted a version of the UCC, Article 2 of which applies to the sale of goods. The UCC supplies, by statute, certain terms that may not be expressed in a transaction.

An assumption underlying B177 is that the UCC does not apply to the Owner-Architect Agreement. Because *receipt, inspection* and *acceptance* are activities of the buyer (that is, the Owner) under the UCC, Paragraph 2.4 states that the Architect's duties shall not include these activities. In addition, users of B177 should note that *rejection* is a remedy of the buyer under the UCC. In AIA Document B171, the Architect is not authorized to reject Work, but merely to recommend rejection of nonconforming Work to the Owner. While rejection of Work is not specifically addressed in B177, the procedure set out in B171 is recommended.

Copies of the UCC may be obtained from law book stores, from state departments of commerce or by calling West Publishing Company at (800) 328-9352.

4. Arbitration

This document incorporates ARBITRATION by adoption of the Construction Industry Arbitration Rules of the American Arbitration Association. Arbitration is BINDING AND MANDATORY in most states and under the federal Arbitration Act. In a minority of states, arbitration provisions relating to future disputes are not enforceable, but arbitration is enforceable if agreed to after the dispute arises. A few states require that the contracting parties be especially notified that the written contract contains an arbitration provision by: a warning on the face of the document, specific placement of the arbitration provision within the document or specific discussions among the parties prior to signing the document.

Arbitration provisions have been included in most AIA contract forms since 1888 in order to encourage alternative dispute resolution procedures and to provide users of AIA documents with legally enforceable arbitration provisions when the parties choose to adopt arbitration into their contract. Individuals may, however, choose to delete the arbitration provisions based upon their business decisions with the advice of counsel. To obtain a copy of the Construction Industry Arbitration Rules, write to the American Arbitration Association, 140 West 51st St., New York, NY 10020.

5. Use of Non-AIA Forms

If a combination of AIA documents and non-AIA documents is to be used, particular care must be taken to achieve consistency of language and intent. Certain owners require the use of owner-contractor agreements and other contract forms which they prepare. Such forms should be carefully compared with the standard AIA forms for which they are being substituted before execution of an agreement. If there are any significant omissions, additions or variances from the terms of the related standard

AIA forms, both legal and insurance counsel should be consulted. Of particular concern is the need for consistency between the Owner-Architect Agreement and the anticipated General Conditions of the Contracts for Furniture, Furnishings and Equipment in the delineation of the Architect's services and responsibilities in Article 1.

6. Letter Forms of Agreement

Letter forms of agreement are generally discouraged by the AIA, as is the performance of a part or the whole of professional services based on oral agreements or understandings. The standard AIA agreement forms have been developed through more than seventy-five years of experience and have been tested repeatedly in the courts. In addition, the standard forms have been carefully coordinated with other AIA documents.

7. Use of Current Documents

Prior to using any AIA document, the user should consult the AIA, an AIA component chapter or a current AIA Documents List to determine the current edition of each document.

8. Limited License for Reproduction

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B. CHANGES FROM THE PREVIOUS EDITION

1. Changes in Content

The revisions incorporated in the 1990 edition of B177 were made in consultation with representatives of The American Society of Interior Designers (ASID) and generally parallel the revisions made in the 1987 edition of AIA Document B151 and the 1988 edition of AIA Document B727. Significant differences in content between this edition and the 1980 edition of B177 include the following.

Article 3: Owner's Responsibilities
If the Owner requires the Architect to provide certificates or certifications, the Owner must allow the Architect 14 days for review.

Article 7: Termination, Suspension or Abandonment
New provisions allow the Architect to terminate the Agreement if the Owner abandons the Project for more than 90 days or fails to make payments to the Architect.

Article 9: Miscellaneous Provisions
Provisions have been added noting that the Architect has no responsibility for the discovery, removal or disposal of toxic or hazardous substances encountered on the Project premises.

Article 9: Reimbursable Expenses
Computer-aided drafting has been added to the list of Reimbursable Expenses.

C. COMPLETING THE B177 FORM

1. Modifications

Users are encouraged to consult with an attorney before completing an AIA document. Particularly with respect to professional licensing laws, duties imposed by building codes, interest charges, arbitration and indemnification, this document may require modification with the assistance of legal counsel to fully comply with state or local laws regulating these matters.

Generally, necessary modifications may be accomplished by writing or typing the appropriate terms in the blank spaces provided on the form, or by supplementary conditions, special conditions or amendments referenced in this document. The form may also be modified by striking out language directly on the original pre-printed form. Care must be taken in making these kinds of deletions, however. Under NO circumstances should pre-printed language be struck out in such a way as to render it illegible (as, for example, with blocking tape, correction fluid or X's that completely obscure the text). This may raise suspicions of fraudulent concealment, or suggest that the completed and signed document has been tampered with. Handwritten changes should be initialed by both parties to the contract.

It is definitely not recommended practice to retype the standard document. Besides being outside the limited license for reproduction granted under these Instructions, retyping can introduce typographical errors and cloud the legal interpretation given to a standard clause when blended with modifications.

Retyping eliminates one of the principal advantages of the standard form documents. By merely reviewing the modifications to be made to a standard form document, parties familiar with that document can quickly understand the essence of the proposed relationship. Commercial exchanges are greatly simplified and expedited, good-faith dealing is encouraged, and otherwise latent clauses are exposed for scrutiny. In this way, contracting parties can more fairly measure their risks.

2. Cover Page

Date: The date represents the date the Agreement becomes effective. It may be the date that an oral agreement was reached, the date the Agreement was originally submitted to the Owner, the date authorizing action was taken or the date of actual execution. Professional services should not be performed prior to the effective date of the Agreement.

Identification of Parties: Parties to this Agreement should be identified using the full address and legal name under which the agreement is to be executed, including a designation of the legal status of both parties (sole proprietorship, partnership, joint venture, unincorporated association, limited partnership or corporation [general, closed or professional], etc.). Where appropriate, a copy of the resolution authorizing the individual to act on behalf of the firm or entity should be attached.

Project Description: The proposed Project should be described in sufficient detail to identify (1) the official name or title of the facility, (2) the location of the Project premises, if known, and (3) the size, capacity or scope of the Project, if known.

3. Paragraph 12.2—Basis of Compensation

Subparagraph 12.2.1

Insert the dollar amount of the initial payment and indicate the manner in which it is to be credited to the Owner's account.

Subparagraph 12.2.2

Sample language is provided below for describing five methods of computing compensation:

Compensation—Area Fee: "Compensation shall be based upon an Area Fee computed at Dollars ($) per square foot of Project Area, as defined in ." (Identify source of definition of Project Area. Definitions may be found in AIA Document D101, Architectural Area and Volume of Buildings, and in the *Standard Method of Measuring Floor Area in Office Buildings* published by the Building Owners and Managers Association.)

Compensation—Multiple of Direct Personnel Expense. "Compensation for services rendered by Principals, employees and professional consultants shall be based on a multiple of ( ) times Direct Personnel Expense as defined in Subparagraph 12.1.2 and in accordance with the personnel classifications listed below:" (Insert a list of personnel and billing rates in accordance with the AIA publication *Compensation Guidelines for Architectural/Engineering Services* as shown in the example below.)

Compensation—Professional Fee Plus Expenses: "Compensation shall be a Fixed Fee of ($) plus compensation for services rendered by Principals, employees and Professional Consultants based on a multiple of ( ) times Direct Personnel Expense as defined in Subparagraph 12.1.2 and in accordance with the personnel classifications listed below:" (Insert a list of personnel and billing rates in accordance with the AIA publication *Compensation Guidelines for Architectural/Engineering Services* as shown in the example below.)

EXAMPLE OF PERSONNEL CLASSIFICATION: If billing rates are used and Principals, employees and Professional Consultants are classified in accordance with the AIA publication *Compensation Guidelines for Architectural/Engineering Services,* the following example may serve as a guide for text to be drafted and inserted in Subparagraph 12.2.2.

(a) Principals' time at the fixed rate of Dollars ($) per hour.
For the purposes of this Agreement, the Principals are: (List Principals.)

(b) Supervisory time at the fixed rate of Dollars ($) per hour.
For the purposes of this Agreement, the supervisory personnel are: (Describe supervisory personnel by job title, such as Project Architect.)

(c) Technical Level I time at the fixed rate of Dollars ($) per hour.
For the purposes of this Agreement, the Technical Level I personnel include: (Describe by job title, such as Senior Designer, Specifier, etc.)

(d) Technical Level II time at the fixed rate of Dollars ($) per hour.
For the purposes of this Agreement, the Technical Level II personnel include: (Describe by job title, such as Junior Designer, Senior Draftsman, etc.)

(e) Technical Level III time at the fixed rate of Dollars ($) per hour.
For the purposes of this Agreement, the Technical Level III personnel include: (Describe by job title, such as Junior Draftsman, Secretary, etc.)

(f) Professional Consultants: (Identify each Professional Consultant by discipline and indicate billing rate.)

Compensation—Stipulated Sum: "Compensation shall be a stipulated sum of Dollars ($)."

Compensation—Percentage of the Cost of the Work: "Compensation shall be based on one of the following Percentages of the Cost of the Work, as defined in Article 4:

For portions of the Project to be awarded under:

A single stipulated-sum contract:	percent (%)
Separate stipulated-sum contracts:	percent (%)
A single cost-plus contract:	percent (%)
Separate cost-plus contracts:	percent (%)"

Subparagraph 12.2.3
Insert the multiple to be used to determine the amount due the Architect, Architect's employees or Professional Consultants for Reimbursable Expenses as described in Paragraph 9.1 or Article 13.

Subparagraph 12.2.4
Insert the percentage rate and basis (monthly, annual) of interest charges.

Subparagraph 12.2.5
Insert the number of months after which adjustment is to be made in the amounts of the Architect's compensation.

Article 13—Other Conditions
Insert provisions, if any, on special compensation arrangements, Professional Consultants or any other conditions.

D. EXECUTION OF THE AGREEMENT

Each person executing the Agreement should indicate the capacity in which they are acting (i.e., president, secretary, partner, etc.) and the authority under which they are executing the Agreement. Where appropriate, a copy of the resolution authorizing the individual to act on behalf of the firm or entity should be attached.

AIA Document B177

Abbreviated Form of Agreement for Interior Design Services

1990 EDITION

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED.

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AGREEMENT

made as of the day of in the year of
(In words, indicate day, month and year)

BETWEEN the Owner:
(Name and address)

and the Architect:
(Name and address)

For the following Project:
(Include detailed description of Project, location, address and scope).

The Owner and the Architect agree as set forth below.

Portions of this document are derived from AIA Document B171, Standard Form of Agreement for Interior Design Services, copyright 1977, ©1990 by The American Institute of Architects and The American Society of Interior Designers, and AIA Document B727, Special Services Agreement, copyright 1972, 1979, ©1988 by The American Institute of Architects, 1735 New York Avenue, N.W., Washington, D.C. 20006-5209. Material in AIA Document B177 differing from that found in AIA Documents B171 and B727 is copyrighted 1980, ©1990 by The American Institute of Architects and The American Society of Interior Designers. Reproduction of the material herein or substantial quotation of its provisions without written permission of AIA and ASID violates the copyright laws of the United States and will be subject to legal prosecution.

ARTICLE 1
ARCHITECT'S SERVICES AND RESPONSIBILITIES

(Here list those services to be provided by the Architect under the Terms and Conditions of this Agreement. Note under each service listed the method and means of compensation to be used, if applicable, as provided in Article 12.)

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ARTICLE 2
ARCHITECT'S DISCLOSURE AND SPECIAL RESPONSIBILITIES

2.1 Except with the Owner's knowledge and consent, the Architect shall not (1) accept trade discounts, (2) have a significant financial interest, or (3) undertake any activity or employment or accept any contribution, if it would reasonably appear that such activity, employment, interest or contribution could compromise the Architect's professional judgment or prevent the Architect from serving the best interests of the Owner.

2.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work.

2.3 The Architect shall not have control over or charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, fabrication, procurement, shipment, delivery or installation, or for safety precautions and programs in connection with the Work, since these are solely the Contractors' responsibility under their respective Contracts. The Architect shall not be responsible for the Contractors' schedules or failure to carry out the Work or to meet their schedules for delivery or completion in accordance with the Contract Documents.

2.4 Unless otherwise provided, the Architect's duties shall not extend to the receipt, inspection and acceptance on behalf of the Owner of furniture, furnishings and equipment at the time of their delivery to the Project premises and installation.

ARTICLE 3
OWNER'S RESPONSIBILITIES

3.1 The Owner shall provide full information regarding requirements for the Project.

3.2 The Owner shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services the Owner may require to verify the Contractors' Applications for Payment or to ascertain how or for what purposes the Contractors have used the money paid by or on behalf of the Owner.

3.3 The drawings, specifications, services, information, surveys and reports provided by the Owner pertaining to the Project shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

3.4 Prompt written notice shall be given by the Owner to the Architect if the Owner becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents.

3.5 The proposed language of certificates or certifications requested of the Architect or the Architect's consultants shall be submitted to the Architect for review and approval at least 14 days prior to execution. The Owner shall not request certifications that would require knowledge or services beyond the scope of this Agreement.

3.6 The Owner shall provide suitable space for the receipt, inspection and storage of materials, furniture, furnishings and equipment.

ARTICLE 4
COST OF THE WORK

4.1 DEFINITION

4.1.1 The Cost of the Work shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Architect, including the costs of the Contractors' management or supervision of construction or installation.

4.1.2 The Cost of the Work shall include the cost at current market rates of labor, materials, furniture, furnishings and equipment furnished by the Owner, and equipment designed, specified, selected or specially provided for by the Architect, including the costs of the Contractors' management or supervision of construction or installation, plus a reasonable allowance for the Contractors' overhead and profit. In addition, a reasonable amount for contingencies shall be included for market conditions at the time of bidding and changes in the Work during the Contract Administration Phase.

4.1.3 The Cost of the Work does not include the compensation of the Architect and Architect's consultants, the cost of financing or other costs which are the responsibility of the Owner as provided in Article 3.

4.2 RESPONSIBILITY FOR THE COST OF THE WORK

4.2.1 The Architect does not warrant or represent that bids or negotiated prices will not vary from the estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

4.2.2 No fixed limit of the Cost of the Work shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget, unless such fixed limit has been agreed upon in writing and signed by the parties hereto. If such a fixed limit has been established, the Architect shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, furniture, furnishings and equipment, finishes, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids to adjust the Cost of the Work to the fixed limit. Fixed limits, if any, shall be increased in the amount of an increase in the Contract Sum occurring after execution of the Contracts.

4.2.3 If a fixed limit of the Cost of the Work is exceeded by the lowest bona fide bids or negotiated proposals, the Owner shall:

- **.1** give written approval of an increase in such fixed limit;
- **.2** authorize rebidding or renegotiating of the Project within a reasonable time;

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.3 if the Project is abandoned, terminate in accordance with Paragraph 7.3; or

.4 cooperate in revising the Project scope and quality as required to reduce the Cost of the Work.

4.2.4 If the Owner chooses to proceed under Clause 4.2.3.4, the Architect, without additional charge, shall modify the Contract Documents as necessary to comply with the fixed limit, if established as a condition of this Agreement. The modification of the Contract Documents shall be the limit of the Architect's responsibility arising out of the establishment of a fixed limit.

ARTICLE 5
USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

5.1 The Drawings, Specifications and other documents prepared by the Architect for this Project are instruments of the Architect's service for use solely with respect to this Project and, unless otherwise provided, the Architect shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall be permitted to retain copies, including reproducible copies, of the Architect's Drawings, Specifications other documents for information and reference in connection with the Owner's use and occupancy of the Project. The Architect's Drawings, Specifications or other documents shall not be used by the Owner or others on other projects, for additions to this Project or for completion of this Project by others, unless the Architect is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.

5.2 Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the Architect's reserved rights.

ARTICLE 6
ARBITRATION

6.1 Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise. No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the Owner, Architect and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

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

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

ARTICLE 7
TERMINATION, SUSPENSION OR ABANDONMENT

7.1 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

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

7.3 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect in the event that the Project is permanently abandoned. If the Project is abandoned by the Owner for more than 90 consecutive days, the Architect may terminate this Agreement by giving written notice.

7.4 Failure of the Owner to make payments to the Architect in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.

7.5 If the Owner fails to make payment when due the Architect for services and expenses, the Architect may, upon seven days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Architect within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.

7.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Paragraph 7.7.

7.7 Termination Expenses are in addition to the Architect's compensation, and include expenses which are directly attributable to termination.

ARTICLE 8
MISCELLANEOUS PROVISIONS

8.1 Unless otherwise provided, this Agreement shall be governed by the law of the principal place of business of the Architect.

8.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201, General Conditions of the Contract for Construction, and in AIA Document A271, General Conditions of the Contract for Furniture, Furnishings and Equipment, as appropriate, current as of the date of this Agreement.

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8.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion, or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion.

8.4 The Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction and installation, except such rights as they may have to the proceeds of such insurance set forth in the editions of AIA Document A201, General Conditions of the Contract for Construction, and AIA Document A271, General Conditions of the Contract for Furniture, Furnishings and Equipment, current as of the date of this Agreement. The Owner and Architect each shall require similar waivers from their contractors, consultants and agents.

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

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

8.7 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

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

ARTICLE 9
REIMBURSABLE EXPENSES

9.1 Reimbursable Expenses are in addition to the Architect's compensation and include expenses incurred by the Architect and Architect's employees and consultants in the interest of the Project, as identified in the following Subparagraphs:

.1 expense of transportation and living expenses in connection with out-of-town travel authorized by the Owner;

.2 long-distance communications;

.3 fees paid for securing approval of authorities having jurisdiction over the Project;

.4 reproductions;

.5 postage and handling of documents;

.6 renderings, models and mock-ups requested by the Owner;

.7 expense of overtime work requiring higher than regular rates, if authorized by the Owner;

.8 expense of additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and Architect's consultants; and

.9 expense of computer-aided design and drafting equipment time when used in connection with the Project.

ARTICLE 10
ARCHITECT'S ACCOUNTING RECORDS

10.1 Records of Reimbursable Expenses and expenses pertaining to services performed on the basis of a Multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

ARTICLE 11
PAYMENTS TO THE ARCHITECT

11.1 Payments on account of the Architect's services, and for Reimbursable Expenses as defined in Article 9, shall be made monthly upon presentation of the Architect's statement of services rendered or as otherwise provided in this Agreement.

11.2 An initial payment as set forth in Subparagraph 12.2.1 is the minimum payment under this Agreement.

ARTICLE 12
COMPENSATION

12.1 DEFINITIONS

12.1.1 COST OF THE WORK

If the Cost of the Work, as defined in Subparagraph 4.1.1, is the basis of the Architect's compensation, the cost of reused materials and equipment shall be determined as if purchased new for the Project, and shall include a reasonable allowance for overhead and profit.

12.1.2 DIRECT PERSONNEL EXPENSE

Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

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12.2 BASIS OF COMPENSATION

The Owner shall compensate the Architect as follows:

12.2.1 AN INITIAL PAYMENT of Dollars ($)
shall be made upon execution of this Agreement and credited to the Owner's account as follows:
(Indicate whether initial payment will be credited to the first, to the last or proportionately to all payments on the Owner's account.)

12.2.2 COMPENSATION FOR THE ARCHITECT'S SERVICES, as described in Article 1, Architect's Services and Responsibilities, shall be computed as follows:
(Insert basis of compensation, including stipulated sums, multiples or percentages, and identify the services to which particular methods of compensation apply, if necessary.)

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12.2.3 FOR REIMBURSABLE EXPENSES, as described in Article 9, and any other items included in Article 13 as Reimbursable Expenses, a multiple of ( ) times the expenses incurred by the Architect, the Architect's employees and consultants in the interest of the Project.

12.2.4 Payments are due and payable ( ) days from the date of the Architect's invoice. Amounts unpaid ( ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of interest agreed upon.)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding other requirements such as written disclosures or waivers.)

12.2.5 IF THE SERVICES covered by this Agreement have not been completed within ( ) months of the date hereof, through no fault of the Architect, the amounts of compensation shall be equitably adjusted.

ARTICLE 13
OTHER CONDITIONS

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

OWNER	ARCHITECT
(Signature)	*(Signature)*
(Printed name and title)	*(Printed name and title)*

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INSTRUCTION SHEET

FOR AIA DOCUMENT B181, STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ARCHITECT FOR HOUSING SERVICES—1994 EDITION

A. GENERAL INFORMATION

1. Purpose

AIA Document B181 is a standard form of agreement intended for construction projects where the owner assumes responsibility for providing cost-estimating services. Primarily designed for use on publically-funded, single- and multi-family housing projects, B181 contains terms and conditions that are unique to these types of projects and the working relationships that enable their completion.

2. Related Documents

B181 is intended to be used in conjunction with AIA Document A201, General Conditions of the Contract for Construction, which it incorporates by reference. It can also be used with Architect-Consultant agreements such as C141, C142 or C727.

3. Resolution of Claims, Disputes or Other Matters

This document incorporates ARBITRATION by adoption of the Construction Industry Arbitration Rules of the American Arbitration Association. Arbitration is BINDING AND MANDATORY in most states and under the Federal Arbitration Act. In a minority of states, arbitration provisions relating to future disputes are not enforceable, but arbitration is enforceable if agreed to after the dispute arises. In addition, provisions for MEDIATION as a precursor to arbitration have been added in the 1994 edition under Article 7. A few states require that the contracting parties be especially notified when the written contract contains an arbitration provision by: a warning on the face of the document, specific placement of the arbitration provision within the document or specific discussions among the parties prior to signing the document.

Arbitration provisions have been included in most AIA contract forms since 1888 in order to encourage alternative dispute resolution procedures and to provide users of AIA documents with legally enforceable arbitration provisions when parties choose to adopt arbitration into their contract. Individuals may, however, choose to delete the arbitration provisions based upon their business decisions with the advice of counsel. To obtain a copy of the Construction Industry Arbitration Rules or Mediation Rules, write to the American Arbitration Association, 140 West 51st Street, New York, NY 10020-1203.

4. Use of Non-AIA Forms

If a combination of AIA documents and non-AIA documents is to be used, particular care must be taken to achieve consistency of language and intent. Certain owners require the use of Owner-Architect agreements and other contract forms that they prepare. Such forms should be carefully compared to the standard AIA forms for which they are being substituted before execution of an agreement. If there are any significant omissions, additions or variances from the terms of the related standard AIA forms, both legal and insurance counsel should be consulted. Of particular concern is the need for consistency between the Owner-Architect Agreement and the anticipated General Conditions of the Contract for Construction in the delineation of the Architect's Construction Phase services and responsibilities.

5. Letter Forms of Agreement

Letter forms of agreement are generally discouraged by the AIA, as is the performance of a part or the whole of professional services based on oral agreements or understandings. The standard AIA agreement forms have been developed through more than eighty years of experience and have been tested repeatedly in the courts. In addition, the standard forms have been carefully coordinated with other AIA documents.

6. Use of Current Documents

Prior to using any AIA Document, the user should consult the AIA, an AIA component chapter or a current AIA Documents List to determine the current edition of each document.

7. Limited License for Reproduction

AIA Document B181 is a copyrighted work and may not be reproduced or excerpted from in substantial part without the express written permission of the AIA. The B181 document is intended to be used as a consumable—that is, the original document purchased by the user is intended to be consumed in the course of being used. There is no implied permission to reproduce this document, nor does membership in The American Institute of Architects confer any further rights to reproduce B181.

A cautionary notice is printed in red on the original of this document. This notice distinguishes an original AIA document from copies and counterfeits. To ensure accuracy and uniformity of language, purchasers should use only an original AIA document or one that has been reproduced from an original under a special limited license from the AIA.

A limited license is hereby granted to retail purchasers to reproduce a maximum of ten copies of a completed or executed B181, but only for use in connection with a particular Project. Further reproductions are prohibited without the express written permission of the AIA.

B. CHANGES FROM THE PREVIOUS EDITION

1. Format Changes

Former Article 1, Architect's Services and Responsibilities, has been subdivided into three new articles. All provisions relating to payments to the Architect have been consolidated and moved to the end of the document.

2. Changes in Content

Because the last edition of AIA Document B181 was published in 1978, extensive content revisions have been implemented to parallel those appearing in the 1987 editions of AIA Documents B141 and A201. Substantive changes from the previous edition are described below.

Article 1: Architect's Services
The four phases of Basic Services now appear in Article 2, and descriptions of Additional Services appear in Article 3. The provisions relating to Time have been expanded to include submission (upon the Owner's request) of a schedule for the performance of architectural services.

Article 2: Scope of Architect's Basic Services
Design Phase criteria have expanded to include review of the Owner's program and determination of corresponding project requirements. Preliminary evaluation of the Owner's program, schedule and construction budget—together with limited responsibility for correlation of these—has been added as a Basic Service.

In comparison to the 1978 edition, B181—1994 further qualifies the Architect's Certifications for Payment as not indicating that the Architect has undertaken a review of construction means or methods, or of the Subcontractor's requisitions.

Article 4: The Owner's Responsibilities
A provision has been added in this edition concerning the Owner's responsibilities for Project budget, cost contingencies and financial disclosure. The Owner's designation of a Project Representative is also new in this edition, as are provisions relating to testing for specific environmental hazards. The Owner's responsibility for furnishing the services of other consultants (beyond legal, accounting and insurance) is now clearly established, as is the requirement that proposed certification language be submitted to the architect for review and approval (with a 14-day allowance for said review).

Article 5: Construction Cost
For the first time in B181, criteria relating to fixed limits on Construction Cost, Project budget, contingencies and the Architect's modification of the Contract Documents (as a means of addressing the above) are covered in some detail. Provisions for Payments to the Architect have been moved to Article 10.

Article 7: Resolution of Claims, Disputes or Other Matters
Dispute resolution procedures have been expanded to include Mediation.

Article 8: Suspension, Termination and Abandonment
Formerly titled "Termination of Agreement", this article now includes additional procedures and criteria for determining and addressing suspension and abandonment of the Project. Termination provisions have been clarified through inclusion of more specific methodologies.

Article 9: Miscellaneous Provisions
Though formerly governed by the law of the principal place of the Architect's business, the B181 agreement is now governed by the law of the principal place of the Project. The 1994 edition also provides for the inclusion of Project descriptions and representations in the Architect's promotional and professional materials. Another provision stipulates that the Architect is not responsible for discovery, removal or disposal of toxic or hazardous substances encountered at the site.

Article 10: Payments to the Architect
Prerequisites and procedures for withholding payment have been expanded and clarified, while those centering on compensation in the event of suspension or abandonment have been moved to Article 8.

Articles 11 and 12: Basis of Compensation, Other Conditions or Services
The terms and conditions contained in these articles have been revised in conformance with the 1987 editions of B141 and A201.

C. COMPLETING THE B181 FORM

1. Modifications

Users are encouraged to consult an attorney before completing an AIA document. Particularly with respect to professional licensing laws, duties imposed by building codes, interest charges, arbitration and indemnification, this document may require modification with the assistance of legal counsel to comply with state or local laws regulating these matters.

Generally, necessary modifications may be accomplished by writing or typing the appropriate terms in the blank spaces provided on the form, or by supplementary conditions, special conditions or amendments referenced in this document. The form may also be modified by striking out language directly on the original form. Care must be taken in making these kinds of deletions, however. Under NO circumstances should printed language be struck out in such a way as to render it illegible (as, for example, with blocking tape, correction fluid or Xs that completely obscure the text). This may raise suspicions of concealment, or suggest that the completed and signed document has been tampered with. Handwritten changes should be initialed by both parties to the contract.

It is definitely not recommended practice to retype the standard document. Besides being outside the limited license for reproduction granted under these Instructions, retyping can introduce typographical errors and cloud the legal interpretation given to a standard clause when blended with modifications. Retyping eliminates one of the principal advantages of the standard form documents. By merely reviewing the modifications to be made to a standard form document, parties familiar with that document can quickly understand the essence of the proposed relationship. Commercial exchanges are greatly simplified and expedited, good-faith dealing is encouraged, and otherwise latent clauses are exposed for scrutiny. In this way, contracting parties can more confidently and fairly measure their risks.

2. Cover Page

Date: The date represents the date the Agreement becomes effective. It may be the date that an original oral agreement was reached, the date the Agreement was originally submitted to the Owner, the date authorizing action was taken or the date of actual execution. Professional services should not be performed prior to the effective date of the Agreement.

Identification of Parties: Parties to this Agreement should be identified using the full address and legal name under which the Agreement is to be executed, including a designation of the legal status of both parties (sole proprietorship, partnership, joint venture, unincorporated association, limited partnership or corporation [general, close or professional], etc.). Where appropriate, a copy of the resolution authorizing the individual to act on behalf of the firm or entity should be attached.

Project Description: The proposed Project should be described in sufficient detail to identify (1) the official name or title of the facility; (2) the location of the site, if known; (3) the proposed building type and usage; and (4) the size, capacity or scope of the Project, if known.

3. Article 11: Basis of Compensation

Paragraph 11.1

Insert the dollar amount of the initial payment.

Subparagraph 11.2.1

Sample language is provided below for describing four methods of computing compensation.

Compensation—Multiple of Direct Personnel Expense. "Compensation for services rendered by Principals, employees and professional consultants shall be based on a Multiple of Direct Personnel Expense in the same manner as described in Subparagraph 11.3.2."

Compensation—Professional Fee Plus Expenses: "Compensation shall be a Fixed Fee of Dollars ($) plus compensation for services rendered by Principals, employees and professional consultants, in the same manner as described in Subparagraph 11.3.2."

Compensation—Stipulated Sum: "Compensation shall be a stipulated sum of Dollars ($)."

Compensation—Percentage of Construction Cost. "Compensation shall be based on one of the following Percentages of Construction Cost, as defined in Article 5:

For portions of the Project to be awarded under:

A single stipulated-sum construction contract:	percent (	%)
Separate stipulated-sum construction contracts:	percent (	%)
A single cost-plus construction contract:	percent (	%)
Separate cost-plus construction contracts:	percent (	%)."

Subparagraph 11.2.2

Only for compensation based on stipulated sum or percentage of Construction Cost, insert the percentages of total payment payable for each separate phase of service. These percentages may vary with each Project and do not necessarily have a direct relationship to the time and efforts of the Architect.

Because phases may overlap in time, these percentages have been expressed separately for each phase, rather than cumulatively. This facilitates billing when services are being provided in more than one phase at a time.

Subparagraph 11.3.1

Insert the basis of compensation for Project Representation Beyond Basic Services.

Subparagraph 11.3.2

"Compensation for services rendered by principals and employees shall be based on a Multiple of ( ) times the Direct Personnel Expense defined as follows: Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

1. Principals' time at the fixed rate of Dollars($) per hour.
   For the purposes of this Agreement, the Principals are: *(List principals.)*
2. Supervisory time at the fixed rate of Dollars($) per hour.
   For the purposes of this Agreement, supervisory personnel include:
   (List those personnel by name or job title, such as Project Architect.)
3. Technical Level I time at the fixed rate of Dollars($) per hour.
   For the purposes of this Agreement, Technical Level I personnel include:
   (List those personnel by name or job title, such as Senior Designer.)
4. Technical Level II time at the fixed rate of Dollars($) per hour.
   For the purposes of this Agreement, Technical Level II personnel include:
   (List those personnel by name or job title, such as Junior Designer.)
5. Technical Level III and clerical time at the fixed rate of Dollars($) per hour.
   For the purposes of this Agreement, Technical Level III and clerical personnel include:
   (List those personnel by name or job title, such as Word Processor.)."

If a multiple of Direct Personnel Expense is used, insert: "Principals', employees' and professional consultants' time at a multiple of ( ) times their Direct Personnel Expense defined as follows: Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits."

If a multiple of direct salaries is used, the term "Direct Salaries" should be substituted for Direct Personnel Expense above.

Subparagraph 11.3.3
Insert the multiple to be used in determining the cost to the Architect of Additional Services of consultants as defined in Article 3 or Article 12.

Subparagraph 11.4.1
Insert the multiple to be used in determining the amount due the Architect, Architect's employees or consultants for Reimbursable Expenses as described in Paragraph 10.2 or Article 12.

Subparagraph 11.5.1
Insert the number of months beyond which the Architect shall be compensated for Basic Services on the same basis as for Additional Services.

Subparagraph 11.5.2
Insert payment terms expressed in calendar days, and the percentage rate and basis (monthly, annual) of interest charges.

Article 12: Other Conditions or Services
Insert provisions, if any, on additional phases of services, Additional Services, special compensation arrangements, other consultants, the choice of project delivery method or any other conditions specific to this Agreement.

D. EXECUTION OF THE AGREEMENT

Each person executing the Agreement should indicate the capacity in which they are acting (i.e., president, secretary, partner, etc.) and the authority under which they are executing the Agreement. Where appropriate, a copy of the resolution authorizing the individual to act on behalf of the firm or entity should be attached.

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AIA Document B181

Standard Form of Agreement Between Owner and Architect for Housing Services

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.

1994 EDITION

AGREEMENT

made as of the day of in the year of
(In words, indicate day, month and year)

BETWEEN the Owner:
(Name and address)

and the Architect:
(Name and address)

For the following Project:
(Include detailed description of Project location, address and scope.)

The Owner and Architect agree as set forth below.

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ARTICLE 1

ARCHITECT'S RESPONSIBILITIES

1.1 ARCHITECT'S SERVICES

1.1.1 The Architect's services consist of those services performed by the Architect, Architect's employees and Architect's consultants as enumerated in Articles 2 and 3 of this Agreement and any other services included in Article 12.

1.1.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Upon request of the Owner, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services that may be adjusted as the Project proceeds, and that shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

1.1.3 The services covered by this Agreement are subject to the time limitations contained in Subparagraph 11.5.1.

ARTICLE 2

SCOPE OF ARCHITECT'S BASIC SERVICES

2.1 DEFINITION

2.1.1 The Architect's Basic Services consist of those described in Paragraphs 2.2 through 2.6 and any other services identified in Article 12 as part of Basic Services, and include normal civil, structural, mechanical and electrical engineering services.

2.2 DESIGN PHASE

2.2.1 The Architect shall review the program furnished by the Owner to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner.

2.2.2 The Architect shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other, subject to the limitations set forth in Subparagraph 5.2.2.

2.2.3 The Architect shall review with the Owner alternative approaches to design and construction of the Project.

2.2.4 Based on the mutually agreed-upon program, schedule and construction budget requirements, the Architect shall prepare, for approval by the Owner, Design Documents consisting of drawings and other documents appropriate for the Project.

2.3 CONSTRUCTION DOCUMENTS PHASE

2.3.1 Based on the approved Design Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Owner, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for construction of the Project.

2.3.2 The Architect shall assist the Owner in preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and Contractor.

2.3.3 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.

2.4 BIDDING OR NEGOTIATION PHASE

2.4.1 Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in obtaining bids or negotiated proposals and assist in awarding contracts for construction.

2.5 CONSTRUCTION PHASE ADMINISTRATION OF THE CONSTRUCTION CONTRACT

2.5.1 The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the Contract for Construction and terminates at the earlier of the issuance to the Owner of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work.

2.5.2 The Architect shall provide administration of the Contract for Construction as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement, unless otherwise provided in this Agreement.

2.5.3 Duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement of the Owner and the Architect, with the consent of the Contractor; which consent shall not be unreasonably withheld.

2.5.4 The Architect shall be a representative of and shall advise and consult with the Owner (1) during construction until final payment to the Contractor is due; and (2) as an Additional Service at the Owner's direction from time to time during the correction period described in the Contract for Construction. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written instrument. Instructions to the Contractor shall be forwarded through the Architect.

2.5.5 The Architect shall visit the site at intervals appropriate to the stage of construction (or as otherwise agreed by the Architect in writing) to become generally familiar with the progress and quality of the Work and to determine in general if the Work when completed will be in accordance with the Contract Documents. 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 on-site observations as an architect, the Architect shall keep the Owner informed of the progress and quality of the Work, and shall endeavor to guard the Owner against defects and deficiencies in the Work. *(More extensive site representation may be agreed to as an Additional Service as described in Paragraph 3.2.)*

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

2.5.7 The Architect shall at all times have access to the Work, wherever it is in preparation or progress.

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

2.5.9 The Architect's certification for payment shall constitute a representation to the Owner that the Work has progressed to the point indicated, and that to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. Such certification shall be based on the Architect's observations at the site as provided in Subparagraph 2.5.5 and on the data comprising the Contractor's Application for Payment. The foregoing representations are subject to an evaluation of the Work for conformance to the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to any specific qualifications expressed by the Architect. The issuance of a Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified. However, 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 paid on account of the Contract Sum.

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

2.5.11 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals, such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's actions shall be taken with reasonable promptness so as to cause no delay in the Work or in the construction of the Owner or of separate contractors, while allowing sufficient time (in the Architect's professional judgment) to permit adequate review. The Architect's approval of a specific item shall not indicate approval of an assembly of which that item is a component.

2.5.12 The Architect shall prepare Change Orders for the Owner's approval and execution, and shall have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time.

2.5.13 The Architect shall conduct inspections to determine the date of Substantial Completion and the date of final completion, and shall issue a final Certificate for Payment.

2.5.14 The Architect shall interpret and decide matters concerning performance of the Owner and Contractor under the requirements of the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made with reasonable promptness and within any time limits agreed upon.

2.5.15 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 initial decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith in such capacity.

ARTICLE 3

ADDITIONAL SERVICES

3.1 Additional Services shall be provided if authorized or confirmed in writing by the Owner or if included in Article 10, and shall be paid for by the Owner as provided in this Agreement.

3.2 If the Owner and the Architect agree that more extensive representation at the site than is described in Subparagraph 2.5.5 shall be provided, such additional project representation shall be provided and paid for as set forth in Article 12.

ARTICLE 4

THE OWNER'S RESPONSIBILITIES

4.1 The Owner shall provide full information, including a program setting forth the Owner's design objectives, constraints and criteria. The Owner shall establish and update an overall budget for the Project, including the Construction Cost, the Owner's other costs and reasonable contingencies related to all of these costs. If requested by the Architect, the Owner shall furnish evidence that financial arrangements have been made to fulfill the Owner's obligations under this Agreement.

4.2 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized representative shall render decisions pertaining to documents submitted by the Architect in a timely manner, so as to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

4.3 The Owner shall furnish a legal description and a certified land survey of the site, and the services of geotechnical

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engineers or other consultants when such services are deemed necessary by the Architect. Such services may include but are not limited to topographic surveys, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, and other necessary operations for anticipating subsoil conditions. The services of geotechnical engineer(s) or other consultants shall include preparation and submission of all appropriate reports and professional recommendations.

4.4 The Owner shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports as required by law or the Contract Documents.

4.5 The Owner shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of the Owner. The Owner shall furnish the services of other consultants when such services are reasonably required by the scope of the Project and are requested by the Architect.

4.6 The Owner, unless otherwise provided in Article 12, shall furnish all legal, accounting, planning, estimating and other services and expenses required to prepare, present and process any application for governmental or private financing, mortgage insurance or subsidy.

4.7 The Owner, unless otherwise provided in Article 12, shall furnish the services of a cost consultant or cost estimator to provide all construction cost data, preliminary estimates of Construction Cost or other cost estimates as the Architect's work progresses.

4.8 The services, information, surveys and reports required by Paragraphs 4.3 through 4.7, inclusive, shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

4.9 Prompt written notice shall be given by the Owner to the Architect if the Owner becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents.

4.10 The proposed language of certificates or certifications requested of the Architect or Architect's consultants shall be submitted to the Architect for review and approval at least 14 days prior to execution. The Owner shall not request certifications that would require knowledge or services beyond the scope of this Agreement.

ARTICLE 5

CONSTRUCTION COST

5.1 DEFINITION

5.1.1 The Construction Cost shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

5.1.2 The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and any equipment which has been designed, specified, selected or specially provided for by the Architect, plus a reasonable allowance for the Contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for Changes in the Work during construction.

5.1.3 Construction Cost does not include the compensation of the Architect and the Architect's consultants, the cost of the land, rights-of-way, financing or other costs that are the responsibility of the Owner as provided in Article 4.

5.2 RESPONSIBILITY FOR CONSTRUCTION COST

5.2.1 It is recognized that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect can not and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any preliminary estimate of Construction Cost or other cost estimate or evaluation. Any Project budget shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the Owner and the date on which bids or negotiated proposals are sought.

5.2.2 No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget, unless such fixed limit has been agreed upon in writing and signed by the parties hereto. If such a fixed limit has been established, 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 scope of the Project; and to include in the Contract Documents alternate bids to adjust the Construction Cost to the fixed limit. Fixed limits, if any, shall be increased in the amount of an increase in the Contract Sum occurring after execution of the Contract for Construction.

5.2.3 If the Project budget or fixed limit of Construction Cost is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:

- **.1** give written approval of an increase in the Project budget or the fixed limit;
- **.2** authorize rebidding or renegotiating the Project within a reasonable time;
- **.3** if the Project is abandoned, terminate in accordance with Paragraph 8.2; or
- **.4** cooperate in revising the Project scope and quality as required to reduce Construction Cost.

5.2.4 If the Owner chooses to proceed under Clause 5.2.3.4, the Architect shall endeavor to comply with the Project budget or the fixed limit of Construction Cost by making modifications to the Contract Documents. The making of such modifications shall be the limit of the Architect's responsibility arising out of the establishment of a Project budget or a fixed limit of Construction Cost. If a fixed limit has been established as a Condition of this Agreement, the Architect shall not obtain an increase in compensation for making such modifications unless the fixed limit has been exceeded due to inaccurate cost estimating by the Owner's consultant. If no fixed limit has been established, the Architect shall receive an increase in compensation for making such modifications. The Architect shall be entitled to compensation in accordance with this

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Agreement for all services performed, whether or not the Construction Phase is commenced.

ARTICLE 6

USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

6.1 The Drawings, Specifications and other documents prepared by the Architect for this Project are instruments of the Architect's service for use solely with respect to this Project, and unless otherwise provided, the Architect shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall be permitted to retain copies, including reproducible copies, of the Architect's Drawings, Specifications and other documents for information and reference in connection with the Owner's use and occupancy of the Project. The Architect's Drawings, Specifications or other documents shall not be used by the Owner or others on other projects, for additions to this Project, or for completion of this Project by others unless the Architect is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.

6.2 Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the Architect's reserved rights.

ARTICLE 7

RESOLUTION OF CLAIMS, DISPUTES OR OTHER MATTERS

7.1 ARBITRATION

7.1.1 Claims, disputes or other matters in question between the parties to this Agreement, arising out of or relating to this Agreement or the breach thereof, shall be subject to and decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect, unless the parties mutually agree otherwise. Demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen.

7.1.2 No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the Owner, Architect, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. This agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

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

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

7.2 MEDIATION

7.2.1 In addition to and prior to arbitration, the parties shall endeavor to settle claims, disputes or other matters in question by mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect, unless the parties mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

ARTICLE 8

SUSPENSION, TERMINATION OR ABANDONMENT

8.1 This Agreement may be terminated by either party upon not less than seven days' written notice, should the other party substantially fail to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

8.2 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect in the event that the Project is permanently abandoned. If the Project is abandoned by the Owner for more than 90 consecutive days, the Architect may terminate this Agreement by giving written notice.

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

8.4 Failure of the Owner to make payments to the Architect in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.

8.5 If the Owner fails to make payment when due the Architect for services and expenses, the Architect may, upon seven days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Architect within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.

8.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses

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then due and all Termination Expenses as defined in Paragraph 8.7.

8.7 Termination Expenses are in addition to compensation for Basic and Additional Services, and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount computed as a percentage of the total compensation for Basic and Additional Services earned to the time of termination, as follows:

.1 20 percent if termination occurs during the Design Phase; or

.2 10 percent if termination occurs during the Construction Documents Phase; or

.3 5 percent if termination occurs during any subsequent phase.

ARTICLE 9

MISCELLANEOUS PROVISIONS

9.1 Unless otherwise provided, this Agreement shall be governed by the law of the place of the Project.

9.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

9.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion, or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion.

9.4 The Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. The Owner and Architect shall each require similar waivers from their contractors, consultants and agents.

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

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

9.7 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

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

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

ARTICLE 10

PAYMENTS TO THE ARCHITECT

10.1 PAYMENTS ON ACCOUNT OF BASIC SERVICES

10.1.1 The initial payment set forth in Paragraph 11.1 is the minimum payment under this Agreement.

10.1.2 Subsequent payments for Basic Services shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service on the basis set forth in Subparagraph 11.2.2.

10.1.3 If and to the extent that the time initially established in Subparagraph 11.5.1 of this Agreement is exceeded or extended through no fault of the Architect, compensation for any services rendered during the additional period of time shall be computed in the manner set forth in Paragraph 11.3.

10.1.4 When compensation is based on a percentage of Construction Cost, and any portions of the Project are deleted or otherwise not constructed, to the extent that services are performed on those portions, compensation for those portions of the Project shall be payable in accordance with the schedule set forth in Subparagraph 11.2.2, based on (1) the lowest bona fide bid or negotiated proposal; or (2) if no such bid or proposal is received, the most recent preliminary estimate of Construction Cost or other cost estimate as described in Subparagraph 4.7 for such portions of the Project.

10.2 REIMBURSABLE EXPENSES

10.2.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include actual expenditures made by the Architect in the interest of the Project for:

.1 transportation and living expenses in connection with out-of-town travel as authorized by the Owner;

.2 long-distance communications;

.3 fees paid for securing approvals of authorities having jurisdiction over the Project;

.4 expense of reproductions, postage and handling of Drawings and Specifications and other documents;

.5 expense of renderings, models and mock-ups requested by the Owner;

.6 if authorized in advance by the Owner, expense of overtime work requiring higher than regular rates; and

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.7 expense of any additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants.

10.3 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

10.3.1 Payments on account of the Architect's Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.

10.4 PAYMENTS WITHHELD

10.4.1 No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the work other than those for which the Architect has been found to be liable.

ARTICLE 11

BASIS OF COMPENSATION

The Owner shall compensate the Architect as follows:

11.1 AN INITIAL PAYMENT of Dollars ($) shall be made upon execution of this Agreement and credited to the Owner's account at final payment.

11.2 BASIC COMPENSATION

11.2.1 FOR BASIC SERVICES, as described in Article 2 and any other services included in Article 12 as part of Basic Services, Basic Compensation shall be computed as follows:

(Insert basis of compensation, including stipulated sums, multiples or percentages, and identify phases to which particular methods of compensation apply, if necessary.)

11.2.2 Where compensation is based on a stipulated sum or percentage of Construction Cost, progress payments for Basic Services in each phase shall total the following percentages of the total Basic Compensation payable:

(Insert additional phases as appropriate.)

Design Phase:	percent (	%)
Construction Documents Phase:	percent (	%)
Bidding or Negotiation Phase:	percent (	%)
Construction Phase:	percent (	%)
Total Basic Compensation:	one hundred percent (100%)	

11.3 COMPENSATION FOR ADDITIONAL SERVICES

11.3.1 FOR PROJECT REPRESENTATION BEYOND BASIC SERVICES, as described in Paragraph 3.2, compensation shall be computed as follows:

(Insert basis of compensation, including stipulated sums, multiples or percentages.)

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11.3.2 FOR ADDITIONAL SERVICES OF THE ARCHITECT, as described in Articles 3 and 12 , other than (1) Additional Project Representation as described in Paragraph 3.2; and (2) services included in Article 12 as part of Basic Services, but excluding services of consultants, compensation shall be computed as follows:

(Insert basis of compensation, including rates and/or multiples of Direct Personnel Expense for principals and employees, and identify principals and classify employees, if required. Identify specific services to which particular methods of compensation apply, if necessary.)

11.3.3 FOR ADDITIONAL SERVICES OF CONSULTANTS, including additional structural, mechanical and electrical engineering services and those provided under Paragraph 3.1 or identified in Article 12 as part of Additional Services, a multiple of ( ) times the amounts billed to the Architect for such services.

(Identify specific types of consultants in Article 12, if required.)

11.4 REIMBURSABLE EXPENSES

11.4.1 FOR REIMBURSABLE EXPENSES, as described in Paragraph 10.2, and any other items included in Article 12 as Reimbursable Expenses, a multiple of ( ) times the expenses incurred by the Architect, the Architect's employees and consultants in the interest of the Project.

11.5 ADDITIONAL PROVISIONS

11.5.1 IF THE BASIC SERVICES covered by this Agreement have not been completed within ( ) months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Paragraph 11.3.

11.5.2 Payments are due and payable ( ) days from the date of the Architect's invoice. Amounts unpaid ( ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof, at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of interest agreed upon.)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architects places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletion, or modification, and also regarding requirements such as written disclosures or waivers.)

11.5.3 The rates and multiples set forth for Additional Services shall be annually adjusted in accordance with normal salary review practices of the Architect.

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ARTICLE 12

OTHER CONDITIONS OR SERVICES

(Insert descriptions of other services, identify Additional Services included within Basic Compensation and modifications to the payment and compensation terms included in this Agreement.)

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

OWNER	ARCHITECT
(Signature)	*(Signature)*
(Name and address)	*(Name and address)*

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INSTRUCTIONS

FOR AIA DOCUMENT B188, STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ARCHITECT FOR LIMITED ARCHITECTURAL SERVICES FOR HOUSING PROJECTS—1996 EDITION

A. GENERAL INFORMATION

1. Purpose

AIA Document B188 is intended for use in situations where the Architect will provide limited architectural services in connection with a housing project. This document anticipates that the Owner will have extensive control over the management of the project, acting in a capacity similar to that of a developer or speculative builder of a housing project. As a result, the Owner or separate consultants retained by the Owner likely will provide the engineering services, specify the brand names of materials and equipment, and administer payments to the contractors, among other project responsibilities. If the Owner wishes the Architect to assume more extensive project responsibilities, the Owner and Architect should, after consulting with legal and insurance counsels, modify this document appropriately for their particular circumstances or should consider using other AIA Owner-Architect agreements.

2. Related Documents

This document does not coordinate with or relate to any published AIA standard form construction contract or general conditions of the contract for construction, and may be used by itself.

3. Mediation and Arbitration

This document contains provisions for mediation and arbitration of claims and disputes. Mediation is a non-binding process, and the parties shall endeavor to settle disputes through mediation prior to arbitration. Arbitration is MANDATORY under the terms of this agreement and BINDING in most states and under the Federal Arbitration Act. In a minority of states, arbitration provisions relating to future disputes are not enforceable, but arbitration is enforceable if agreed to after the dispute arises. A few states require that the contracting parties be specifically informed that the contract contains an arbitration provision by a warning on the face of the document, specific placement of the arbitration provision within the document, or specific discussions among the parties prior to signing the document. To obtain copies of either the mediation or arbitration rules applicable to the construction industry, write to the American Arbitration Association, 140 West 51st Street, New York, N.Y. 10020.

4. Use of Non-AIA Forms

If a combination of AIA documents and non-AIA documents is to be used, particular care must be taken to achieve consistency of language and intent among documents.

5. Letter Forms of Agreement

Letter forms of agreement are generally discouraged by the AIA, as is the performance of a part or the whole of professional services based on an oral agreement or understanding. The standard AIA agreement forms have been developed through more than 80 years of experience and have been tested repeatedly in the courts.

6. Use of Current Documents

Prior to using any AIA document, the user should consult the AIA, an AIA component chapter, or a current AIA Documents Price List to determine the current edition of each document.

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Under Part B of these Instructions, model provisions on services and compensation are provided for use by the purchaser, who is granted a limited license to reproduce those provisions in application to a particular project. This license does not extend to reproduction of any explanatory or instructional text.

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B. COMPLETING THE DOCUMENT

1. Modifications

Users are encouraged to consult an attorney before completing this document. Particularly with respect to professional licensing laws, duties imposed by building codes, interest charges, arbitration and indemnification, this document may require modification with the assistance of legal counsel to fully comply with state or local laws regulating these matters.

Generally, necessary modifications may be accomplished by writing or typing the appropriate terms in the blank spaces provided on the form, or by supplementary conditions, special conditions or amendments referenced in this document. The form may also be modified by striking out language directly on the original form. Care must be taken in making these kinds of deletions, however. Under NO circumstances should printed language be struck out in such a way as to render it illegible (as, for example, with blocking tape, correction fluid or X's that completely obscure the text). This may raise suspicions of concealment, or suggest that the completed and signed document has been tampered with. Handwritten changes should be initialed by both parties to the contract.

It is definitely not recommended practice to retype the standard document. Besides being outside the limited license for reproduction granted under these Instructions, retyping can introduce typographical errors and cloud the legal interpretation given to a standard clause when blended with modifications, thereby eliminating one of the principal advantages of the standard form documents. By merely reviewing the modifications to be made to a standard form document, parties familiar with that document can quickly understand the essence of the proposed relationship. Commercial exchanges are greatly simplified and expedited, good-faith dealing is encouraged, and otherwise latent clauses are exposed for scrutiny. In this way, contracting parties can more fairly measure their risks.

2. Cover Page

Date: The date represents the date the Agreement becomes effective. It may be the date that an original oral agreement was reached, the date the Agreement was originally submitted to the Owner, the date authorizing action was taken or the date of actual execution. Professional services should not be performed prior to the effective date of the Agreement.

Parties: Parties to this Agreement should be identified using the full address and legal name under which the Agreement is to be executed, including a designation of the legal status of both parties (sole proprietorship, partnership, joint venture, unincorporated association, limited partnership or corporation [general, closed or professional], etc.). Where appropriate, a copy of the resolution authorizing the individual to act on behalf of the firm or entity should be attached.

Project: The proposed Project should be described in sufficient detail to identify: (1) the official name or title of the facility; (2) the location of the site; (3) the proposed building type and usage; and (5) the size, capacity or scope of the Project.

3. Article 2: Scope of Architect's Basic Services

These Instructions contain model provisions for purchasers to consider when delineating the Architect's services in this Agreement for a particular housing project. Purchasers also may wish to consider other model provisions for inclusion in this document by consulting the current edition of AIA Document B511.

Subparagraph 2.2.4

If the Project includes the adaptive reuse of an existing building, the user may wish to consider the following model provision:

2.2.4.1 The Architect shall provide the Owner with a measured survey of the existing facilities which shall consist of researching, assembling, reviewing and supplementing information for the Project involving alterations and additions to existing facilities or determining new space usage in conjunction with the Owner's program and may include photography, field measurements, review of existing data, analysis of existing structural, mechanical and electrical capabilities, review of existing drawings for critical inaccuracies, and the development of required measured drawings.

Subparagraph 2.3.2

Sample provisions are provided below for describing the Architect's site analysis services.

2.3.2.1 The Architect shall provide the following:

.1 site analysis services consisting of on-site observations, review of material provided by the Owner, traffic circulation studies, parking studies, review of topography and soils report, review of zoning and other legal requirements, overall site evaluation, and neighborhood compatibility studies;

.2 planning services consisting of preparation and comparative evaluation of conceptual site development designs based on land utilization, structures placement, facilities development, development phasing, movement systems, circulation and parking, utilities systems, surface and subsurface conditions, ecological requirements, deeds, zoning and other legal restrictions, and landscape concepts and forms;

.3 conceptual diagrams consisting of diagrammatic studies and pertinent descriptive text for conversion of programmed requirements to unit layouts;

.4 a diagrammatic study illustrating the reconfiguration of the building interior layout based on the unit program requirements;

.5 entitlement/zoning processing assistance consisting of assistance in preparing applications, development of supporting data, preparation of presentation materials, and attendance at public meetings and hearings;

.6 community relations assistance including preparation of presentation materials and attendance at community meetings.

Subparagraph 2.4.4

Sample provisions appear below which further define the Architect's Schematic Design Phase services.

2.4.4.1 The Architect shall prepare schematic plans, elevations and sections for the Owner's review and approval and shall make revisions to the plans, elevations and sections to comply with the Owner's recommendations and suggestions.

2.4.4.2 The Architect shall discuss with the Owner the establishment of basic material and product criteria guidelines which may affect the design.

2.4.4.3 The Architect shall participate in conferences as described in Article 12 at the Architect's office, for the purpose of reviewing the Architect's design with the Owner, and shall participate in consultations with the Owner's other consultants.

2.4.4.4 The Architect shall obtain the Owner's approval of the Schematic Design Documents prior to proceeding with Design Development Phase services.

Subparagraph 2.5.3

Sample provisions appear below which further define the Architect's Design Development Phase services.

2.5.3.1 The Architect shall prepare plans, elevations and sections in coordination with structural framing, HVAC and plumbing studies, and outline specifications for the Owner's consultants' review and the Owner's approval.

2.5.3.2 The Architect shall assist the Owner in the preparation of preliminary product criteria establishing material and construction standards.

2.5.3.3 The Architect shall obtain the Owner's approval of the Design Development Documents prior to proceeding with Construction Documents Phase services.

Subparagraph 2.6.4

Insert provisions for other Construction Documents Phase services, if any.

Subparagraph 2.7.6

Sample language is provided below if the Architect is to visit the site for a housing Project using conventional wood or metal framing.

2.7.6.1 The Architect shall visit the site during the structural framing activity, at the completion of interior wall finish installation, and during the application of interior finishes.

4. Article 11—Basis of Compensation

Paragraph 11.1

Insert the dollar amount of the initial payment.

Subparagraph 11.2.1

Sample language is provided below for describing four methods of computing compensation.

Compensation—Multiple of Direct Personnel Expense:

Compensation for services rendered by Principals, employees and professional consultants shall be based on a Multiple of Direct Personnel Expense in the same manner as described in Subparagraph 11.3.1.

Compensation—Professional Fee Plus Expenses:

Compensation shall be a Fixed Fee of Dollars ($) plus compensation for services rendered by Principals, employees and professional consultants, in the same manner as described in Subparagraph 11.3.1.

Compensation—Stipulated Sum:

Compensation shall be a stipulated sum of Dollars ($).

Compensation—Percentage of Construction Cost:

Compensation shall be based on one of the following Percentages of Construction Cost, as defined in Article 5:

For portions of the Project to be awarded under:

A single stipulated-sum construction contract:	percent (%)
Separate stipulated-sum construction contracts:	percent (%)
A single cost-plus construction contract:	percent (%)
Separate cost-plus construction contracts:	percent (%)

Subparagraph 11.2.2

Only for compensation based on stipulated sum or percentage of Construction Cost, insert the percentages of total payment payable for each separate phase of services. These percentages may vary with each Project and do not necessarily have a direct relationship to the time and efforts of the Architect.

Because phases may overlap in time, these percentages have been expressed separately for each phase, rather than cumulatively. This facilitates billing when services are being provided in more than one phase at a time.

Subparagraph 11.3.1

Sample language is provided below:

Compensation for services rendered by principals and employees shall be based on a multiple of ( ) times the Direct Personnel Expense defined as follows: Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

1. Principals' time at the fixed rate of Dollars ($) per hour.
For the purposes of this Agreement, the Principals are: *(List Principals.)*

2. Supervisory time at the fixed rate of Dollars ($) per hour.
For the purposes of this Agreement, supervisory personnel include:
(List those personnel by name or job title, such as Project Architect.)

3. Technical Level I time at the fixed rate of Dollars ($) per hour.
For the purposes of this Agreement, Technical Level I personnel include:
(List those personnel by name or job title, such as Senior Designer.)

4. Technical Level II time at the fixed rate of Dollars ($) per hour.
For the purposes of this Agreement, Technical Level II personnel include:
(List those personnel by name or job title, such as Junior Designer.)

5. Technical Level III time at the fixed rate of Dollars ($) per hour.
For the purposes of this Agreement, Technical Level III and clerical personnel include:
(List those personnel by name or job title, such as Word Processor.)

If a multiple of Direct Personnel Expense is used, insert:

Principals', employees' and professional consultants' time at a multiple of ( ) times their Direct Personnel Expense defined as follows: Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions, and similar contributions and benefits."

If a multiple of direct salaries is used, the term "Direct Salaries" should be substituted for Direct Personnel Expense above.

Subparagraph 11.3.2

Insert the multiple to be used to determine the cost to the Architect of Additional Services of consultants as defined in Article 3 or Article 12.

Paragraph 11.4
Insert the basis of compensation for the reuse of the Architect's instruments of service.

Subparagraph 11.5.1
Insert the multiple to be used to determine the amount due the Architect, Architect's employees or consultants for Reimbursable Expenses as described in Paragraph 10.2 or Article 12.

Subparagraph 11.6.1
Insert the number of months beyond which the Architect shall be compensated for Basic Services on the same basis as for Additional Services.

Paragraph 11.6.2
Insert the percentage rate and basis (monthly, annual) of interest charges.

5. Article 12—Other Conditions or Services

Insert provisions, if any, on special compensation arrangements, consultants, choice of project delivery method, or other conditions, such as specific insurance requirements or limitations of liability.

C. EXECUTION OF THE AGREEMENT

Each person executing the Agreement should indicate the capacity in which they are acting (i.e., president, secretary, partner, etc.) and the authority under which they are executing the Agreement. Where appropriate, a copy of the resolution authorizing the individual to act on behalf of the firm or entity should be attached.

AIA Document B188

Standard Form of Agreement Between Owner and Architect

FOR LIMITED ARCHITECTURAL SERVICES FOR HOUSING PROJECTS

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS USE, COMPLETION OR MODIFICATION. This document does not coordinate with any published AIA standard form construction contract or general conditions of the contract for construction.

1996 EDITION

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AGREEMENT

made as of the day of in the year of
(In words, indicate day, month and year.)

BETWEEN the Owner, as developer:
(Name and address)

and the Architect:
(Name and address)

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For the following Project:
(Include detailed description of Project, location, address and scope.)

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The Owner and Architect agree as set forth below.

ARTICLE 1

ARCHITECT'S RESPONSIBILITIES

1.1 The Architect's services consist of those services performed by the Architect, the Architect's employees and the Architect's consultants as enumerated in Articles 2 and 3 of this Agreement and any other services included in Article 12.

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

1.3 The services covered by this Agreement are subject to the time limitations contained in Subparagraph 11.6.1.

ARTICLE 2

SCOPE OF ARCHITECT'S BASIC SERVICES

2.1 DEFINITION

2.1.1 The Architect's Basic Services consist of those described in Paragraphs 2.2 through 2.7 and any other services identified in Article 12 as part of Basic Services, and do not include engineering and other consulting services unless included in Article 12.

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2.2 PRE-DESIGN PHASE

2.2.1 The Pre-Design Phase is the stage in which the Owner's program, the financial and time requirements, and the scope of the Project are established.

2.2.2 The Architect shall review the program furnished by the Owner to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner. The program shall become the basis of the Architect's services in all subsequent phases of the Project.

2.2.3 The Architect shall consult with the Owner to establish the following requirements for the Project: design objectives, limitations, criteria and density; description of unit types, sizes and approximate requirements; expandability; site requirements; and Project schedule.

2.2.4 The Architect shall provide other services as follows:
(If no other services are to be provided, write "none" below.)

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2.3 SITE ANALYSIS PHASE

2.3.1 The Site Analysis Phase is the stage in which site-related limitations are identified and requirements for the Project are established.

2.3.2 The Architect shall provide the following services:
(If no services are to be provided, write "none" below.)

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2.4 SCHEMATIC DESIGN PHASE

2.4.1 The Schematic Design Phase is the stage in which the general scope, conceptual design, and the scale and relationship of the components of the Project are established.

2.4.2 Based on the program, schedule and construction budget requirements, the Architect shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.

2.4.3 The Architect shall review with the Owner alternative approaches to design of the Project as described in Article 12.

2.4.4 The Architect shall provide other services as follows:
(If no other services are to be provided, write "none" below.)

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2.5 DESIGN DEVELOPMENT PHASE

2.5.1 The Design Development Phase is the stage in which the size and character of the Project are further refined and described.

2.5.2 Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program, schedule or construction budget, the Architect shall prepare, for approval by the Owner, Design Development Documents consisting of drawings and other documents to establish the size and architectural character of the Project. The Architect shall coordinate the preparation of the architectural Design Development Documents with the drawings and other instruments of service provided by the Owner's engineering consultants and other consultants as described in Article 12.

2.5.3 The Architect shall provide other services as follows:

(If no other services are to be provided, write "none" below.)

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2.6 CONSTRUCTION DOCUMENTS PHASE

2.6.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Owner, the Architect shall prepare the architectural Construction Documents. These documents shall be sufficient to obtain the approval of governmental authorities, or as described in Article 12. The documents shall contain all data the Architect deems necessary to produce the intended aesthetic effect of the Project. The Construction Documents shall delineate and describe locations, dimensions and types of materials. The Architect shall coordinate the preparation of the architectural Construction Documents with the drawings and other information provided by the Owner's consultants.

2.6.2 The Architect shall have no responsibility for the components of the Project designed by the Owner's consultants. Review by the Architect of the Owner's consultants' drawings and other instruments of service is solely for consistency with the Architect's design concept for the Project. The Architect assumes no responsibility for the Owner's selection of any specific material or product, fabrication technique, or method of installation.

2.6.3 The Architect shall assist the Owner in connection with the Owner's responsibility for obtaining approval of governmental authorities having jurisdiction over the Project. The Architect shall incorporate those architectural changes required by governmental authorities into the Construction Documents.

2.6.4 The Architect shall provide other services as follows:
(If no other services are to be provided, write "none" below.)

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2.7 CONSTRUCTION PHASE—LIMITED ADMINISTRATION OF CONSTRUCTION

2.7.1 The Architect's Basic Services shall include only the Construction Phase services described below.

2.7.2 The Architect shall be available for consultation to answer inquiries regarding interpretation of the Construction Documents.

2.7.3 The Architect shall visit the site with the Owner's representative during construction if provided in Subparagraph 2.7.6 to ascertain if the work is proceeding in accordance with the architectural Construction Documents for the Project. During such visits, the Architect shall not be required to make exhaustive on-site inspections to check the quality or quantity of the work.

2.7.4 The Architect shall have access to the work wherever it is in preparation or progress.

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

2.7.6 The Architect shall provide other services as follows:
(If no other services are to be provided, write "none" below.)

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ARTICLE 3

ADDITIONAL SERVICES

3.1 The services described in this Article 3 are not included in Basic Services unless so identified in Article 12, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services. The services described under Paragraph 3.3 shall only be provided if authorized or confirmed in writing by the Owner. If the services described under Contingent Additional Services in Paragraph 3.2 are required due to circumstances beyond the Architect's control, the Architect shall notify the Owner prior to commencing such services. If the Owner deems that such services described under Paragraph 3.2 are not required, the Owner shall give prompt written notice to the Architect. If the Owner indicates in writing that all or part of such Contingent Additional Services are not required, the Architect shall have no obligation to provide those services.

3.2 CONTINGENT ADDITIONAL SERVICES

3.2.1 Making revisions in drawings or other documents when such revisions are:

.1 inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program or Project budget;

.2 required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents;

.3 due to changes required as a result of the Owner's failure to render decisions in a timely manner;

.4 due to discretionary decisions of building officials or inspectors inconsistent with prior approvals;

.5 due to the Project occurring in multiple construction phases, requiring additional submittals, revisions, reprocessing or repackaging; or

.6 due to changes in the Project size, quality, or complexity in the Owner's schedule, or in the method of bidding or negotiating and contracting for construction.

3.2.2 Providing consultation concerning replacement of work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such work.

3.2.3 Providing services made necessary by the default or termination of the contractor, by defects or deficiencies in the work of the contractor, or by failure of performance of either the Owner or the contractor under the contract for construction.

3.2.4 Providing services in connection with a public hearing, arbitration proceeding or legal proceeding except where the Architect is party thereto.

3.2.5 Preparing documents for alternate, separate or sequential bids or providing services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase.

3.2.6 Providing services related to coordination with the Owner's consultants other than those identified in this Agreement.

3.2.7 Providing services required due to a change in the Owner's representative or to the assignment of this Agreement to another person or entity.

3.3 OPTIONAL ADDITIONAL SERVICES

3.3.1 Providing analyses of the Owner's needs and providing Project programming not included in Basic Services.

3.3.2 Providing community or demographic studies or comparative studies of prospective sites not included in Basic Services.

3.3.3 Providing services to investigate existing conditions or facilities or to make measured drawings thereof not included in Basic Services.

3.3.4 Providing services to verify the accuracy of drawings or other information furnished by the Owner.

3.3.5 Providing coordination of construction performed by separate contractors or by the Owner's own forces and coordination of services required in connection with construction performed and equipment supplied by the Owner.

3.3.6 Providing services in connection with the work of a construction manager.

3.3.7 Providing estimates of Construction Cost.

3.3.8 Providing interior decorating and other similar services required for or in connection with the specific selection, procurement or installation of interior finishes, furniture, furnishings and related equipment.

3.3.9 Preparing a set of record drawings showing changes in the work made during construction based on marked-up prints, drawings and other data furnished by the contractor to the Architect.

3.3.10 Providing services after the date of substantial completion of the work.

3.3.11 Providing services of consultants other than those provided as part of Basic Services.

3.3.12 Providing colored renderings, models or other presentation materials not included in Basic Services.

3.3.13 Selecting or coordinating building exterior colors and preparing color boards.

3.3.14 Providing specifications describing the levels of quality and the standards to be met in the construction of the Project.

3.3.15 Providing services related to the review and certification of the contractor's applications for payment.

3.3.16 Providing services related to the review of submittals such as shop drawings, product data and samples.

3.3.17 Conducting inspections to determine the date or dates of substantial completion and the date of final completion.

3.3.18 Providing services related to the design of buildings requiring structural foundations other than spread footings.

3.3.19 Providing services related to the coordination of material color selections.

3.3.20 Preparing reverse plans such as floor and framing plans, elevations or other drawings required or requested by the Owner or by the governmental authorities having jurisdiction over the Project, if not stated within the Scope of Basic Services.

3.3.21 Providing services in evaluating claims submitted by the contractor or others in connection with the work.

3.3.22 Preparing drawings, specifications and other documentation and supporting data, evaluating contractor's proposals, and providing other services in connection with change orders and construction change directives.

3.3.23 Providing services in connection with evaluating substitutions proposed by the contractor and making subsequent revisions to drawings, specifications and other documentation resulting therefrom.

ARTICLE 4

OWNER'S RESPONSIBILITIES

4.1 The Owner shall provide full information regarding requirements for the Project, including a program which shall set forth the Owner's design objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, and site requirements.

4.2 The Owner shall establish and update an overall budget for the Project, including the Construction Cost.

4.3 If requested by the Architect, the Owner shall furnish evidence that financial arrangements have been made to fulfill the Owner's obligations under this Agreement.

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

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

4.6 The Owner shall furnish the services of geotechnical engineers when such services are requested by the Architect. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations.

4.7 The Owner shall furnish the services of civil, structural, mechanical and electrical engineers and other consultants when such services are reasonably required by the scope of the Project and are requested by the Architect. Engineering services furnished by the Owner shall be performed, unless otherwise indicated, by licensed professionals who shall affix their seals on the appropriate documents prepared by them. The contracts between the Owner and the Owner's consultants shall require the Owner's consultants to coordinate their drawings and other instruments of service with those of the Architect and to advise the Architect of any potential conflict. The Owner and the Owner's consultants shall be responsible for satisfying the requirements of governmental authorities for their respective services. The Owner shall indemnify and hold harmless the Architect, the Architect's consultants, and the agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of the services performed by the Owner's consultants, so long as such claims, damages, losses and expenses are not caused by the sole negligence or willful misconduct of the Architect.

4.8 The Owner shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or the contract documents.

4.9 The Owner shall select specific products and methods of application for mechanical equipment and fixtures, electrical equipment and fixtures, and interior finishes, furnishings, fixtures and equipment unless governmental authorities require that they be specified by the Architect.

4.10 The Owner shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services the Owner may require to verify the contractor's applications for payment or to ascertain how or for what purposes the contractor has used the money paid by or on behalf of the Owner.

4.11 The Owner shall furnish full information regarding previously obtained entitlements.

4.12 The services, information, surveys and reports required by Paragraphs 4.5 through 4.11 shall be furnished at the Owner's expense. The Architect shall be entitled to rely on the technical sufficiency and timely

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delivery of the documents and services furnished by the Owner's consultants, as well as the computations performed by those consultants in connection with such documents and services, and shall not be required to review or verify those computations or designs for compliance with applicable laws, statutes, ordinances, building codes, and rules and regulations.

4.13 The Owner is responsible for filing documents and building permit applications for review and approval of governmental authorities.

4.14 The Owner shall be responsible for interpreting the contract documents and observing the construction work to discover, correct, or mitigate errors, inconsistencies or omissions.

4.15 Prompt written notice shall be given by the Owner to the Architect if the Owner becomes aware of any fault or defect in the Project or nonconformance with the contract documents.

4.16 The proposed language of certificates or certifications requested of the Architect or the Architect's consultants shall be submitted to the Architect for review and approval at least 14 days prior to execution. The Owner shall not request certifications that would require knowledge or services beyond the scope of this Agreement.

4.17 The Owner reserves the right to perform work related to the Project with the Owner's own forces, and to award contracts in connection with the Project that are not part of the Architect's responsibilities under this Agreement. The Architect shall notify the Owner if any such independent action will in any way interfere with the Architect's ability to perform under this Agreement.

ARTICLE 5

CONSTRUCTION COST

5.1 DEFINITION

5.1.1 The Construction Cost shall be the total cost or estimated cost to the Owner of all elements of the Project.

5.2 RESPONSIBILITY FOR CONSTRUCTION COST

5.2.1 The Architect's review of the Owner's Project budget and of preliminary estimates of Construction Cost or detailed estimates of Construction Cost prepared by the Owner is solely for the Architect's guidance in the Architect's preparation of the Construction Documents. Accordingly, the Architect cannot and does not warrant the accuracy of the estimates of the Owner or warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation reviewed by the Architect.

5.2.2 No fixed limit of Construction Cost shall be established as a condition of this Agreement.

ARTICLE 6

USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

6.1 The drawings, other documents, electronic data and other materials prepared by the Architect for this Project are instruments of the Architect's service for use solely with respect to this Project and, unless otherwise provided, the Architect shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall be permitted to retain copies, including reproducible copies, of the Architect's instruments of service for information and reference in connection with the Owner's use and occupancy of the Project.

6.2 The Owner may reuse all or part of the Architect's instruments of service, with or without design modifications, on a subsequent project, and shall compensate the Architect as stipulated in Article 11. In addition, the Architect shall be retained to provide all necessary planning, drawing alternatives, drawing compilation, coordination, permit processing, construction observation and consultant services and shall be compensated as described in Article 11 for Additional Services. Reuse of the Architect's instruments of service without retaining the Architect to provide such services will be at the Owner's sole risk and without liability to the Architect. All other provisions of this Agreement shall apply.

6.3 The Owner shall not use or authorize any other person to use the Architect's instruments of service on other projects, for additions to this Project or for completion of this Project by others so long as the Architect is not adjudged to be in default under this Agreement except by agreement in writing and with appropriate compensation to the Architect. The Owner shall indemnify and hold harmless the Architect, the Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of unauthorized reuse of instruments of service.

6.4 Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the Architect's reserved rights.

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ARTICLE 7

DISPUTE RESOLUTION

7.1 CLAIMS AND DISPUTES

7.1.1 Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by mediation and arbitration in accordance with the Construction Industry Mediation Rules and the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect.

7.2 MEDIATION

7.2.1 In addition to and prior to arbitration, the parties shall endeavor to settle disputes by mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A request for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the request for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of repose or limitations.

7.3 ARBITRATION

7.3.1 Demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of repose or limitations.

7.4 CONSOLIDATION AND JOINDER

7.4.1 No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the Owner, the Architect, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

7.5 AWARD

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

ARTICLE 8

TERMINATION, SUSPENSION OR ABANDONMENT

8.1 This Agreement may be terminated by either party upon not less than seven (7) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

8.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Architect's services. The equitable adjustment to the Architect's compensation shall include but not be limited to all reasonable costs incurred by the Architect on account of suspension or abandonment of the Project, for preparation of documents for storage, maintaining space and equipment pending resumption, orderly demobilization of staff, maintaining employees on a less-than-full-time basis, terminating employment of personnel because of suspension, rehiring former employees or new employees because of resumption, reacquainting employees with the Project upon resumption and making revisions to comply with Project requirements at the time of resumption.

8.3 This Agreement may be terminated by the Owner upon not less than seven (7) days' written notice to the Architect in the event that the Project is permanently abandoned. If the Project is abandoned by the Owner for more than 90 consecutive days, the Architect may terminate this Agreement by giving written notice.

8.4 Failure of the Owner to make payments to the Architect in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.

8.5 If the Owner fails to make payment when due the Architect for services and expenses, the Architect may, upon seven (7) days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Architect within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.

8.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Paragraph 8.7.

8.7 Termination Expenses are in addition to compensation for Basic and Additional Services, and include expenses which are directly attributable to termination. Termination Expenses shall be computed as an equitable percentage of the total compensation for Basic Services and Additional Services earned to the time of termination, unless otherwise provided in Article 12.

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ARTICLE 9

MISCELLANEOUS PROVISIONS

9.1 This Agreement shall be governed by the law of the place of the Project.

9.2 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of substantial completion for acts or failures to act occurring prior to substantial completion or the last date of the Architect's services, whichever occurs first.

9.3 The Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, but only to the extent covered by property insurance during construction, except such rights as they may have to proceeds of such insurance. The Owner and the Architect each shall require similar waivers from their contractors, consultants and agents.

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

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

9.6 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or the Architect.

9.7 If the Architect agrees to perform services related to hazardous materials, the Owner agrees to indemnify and hold harmless the Architect, the Architect's consultants and their agents and employees from and against any and all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of such services by the Architect, the Architect's consultants or their agents or employees related to such services, except where such liability arises from the sole negligence or willful misconduct of the person or entity seeking indemnification.

9.8 The Architect shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Architect's promotional and professional materials and for use in awards programs, publications and public presentations. The Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect on the construction sign and in the promotional materials for the Project.

9.9 Duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement of the Owner and the Architect.

9.10 If the Owner authorizes deviations, recorded or unrecorded, from the documents prepared by the Architect without the written agreement of the Architect, the Owner shall indemnify and hold harmless the Architect, the Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting in whole or in part from such deviations, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

ARTICLE 10

PAYMENTS TO THE ARCHITECT

10.1 DIRECT PERSONNEL EXPENSE

10.1.1 Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

10.2 REIMBURSABLE EXPENSES

10.2.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's employees and consultants in the interest of the Project, as identified in the following Clauses.

10.2.1.1 Expense of transportation in connection with the Project; expenses in connection with authorized out-of-town travel; long-distance communications; and fees paid for securing approval of authorities having jurisdiction over the Project.

10.2.1.2 Expense of reproductions, postage and handling of drawings, specifications and other documents.

10.2.1.3 If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates.

10.2.1.4 Expense of renderings, models and mock-ups requested by the Owner.

10.2.1.5 Expense of additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants.

10.3 PAYMENTS ON ACCOUNT OF BASIC SERVICES

10.3.1 An initial payment as set forth in Paragraph 11.1 is the minimum payment under this Agreement.

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10.3.2 Subsequent payments for Basic Services shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service, on the basis set forth in Subparagraph 11.2.2.

10.3.3 If and to the extent that the time initially established in Subparagraph 11.6.1 of this Agreement is exceeded or extended through no fault of the Architect, compensation for any services rendered during the additional period of time shall be computed in the manner set forth in Subparagraph 11.3.1.

10.4 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

10.4.1 Payments on account of the Architect's Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.

10.5 PAYMENTS WITHHELD

10.5.1 No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the work other than those for which the Architect has been adjudged to be liable.

10.6 ARCHITECT'S ACCOUNTING RECORDS

10.6.1 Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

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ARTICLE 11

BASIS OF COMPENSATION

The Owner shall compensate the Architect as follows:

11.1 AN INITIAL PAYMENT of
Dollars ($) shall be made upon execution of this Agreement and credited to the Owner's account at final payment.

11.2 BASIC COMPENSATION

11.2.1 FOR BASIC SERVICES, as described in Article 2, and any other services included in Article 12 as part of Basic Services, Basic Compensation shall be computed as follows:
(Insert basis of compensation, including stipulated sums or multiples, and identify phases to which particular methods of compensation apply, if necessary.)

11.2.2 Progress payments for Basic Services in each phase shall be payable as follows:
(Insert description of phases) or

Pre-Design Phase:	percent	(	%)
Site Analysis Phase:	percent	(	%)
Schematic Design Phase:	percent	(	%)
Design Development Phase:	percent	(	%)
Construction Documents Phase:	percent	(	%)
Construction Phase:	percent	(	%)
Total Basic Compensation:	One hundred percent		(100%)

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11.3 COMPENSATION FOR ADDITIONAL SERVICES

11.3.1 FOR ADDITIONAL SERVICES OF THE ARCHITECT, as described in Articles 3 and 12, compensation shall be computed as follows:

(Insert basis of compensation, including rates and/or multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply, if necessary.)

11.3.2 FOR ADDITIONAL SERVICES OF CONSULTANTS, including additional structural, mechanical and electrical engineering services and those provided under Subparagraph 3.3.11 or identified in Article 12 as part of Additional Services, a multiple of ( ) times the amounts billed to the Architect for such services.

(Identify specific types of consultants in Article 12, if required.)

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11.4 For reuse of the Architect's instruments of service, compensation shall be computed as follows:
(Insert basis of compensation.)

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11.5 REIMBURSABLE EXPENSES

11.5.1 FOR REIMBURSABLE EXPENSES, as described in Paragraph 10.2, and any other items included in Article 12 as Reimbursable Expenses, a multiple of ( ) times the expenses incurred by the Architect, the Architect's employees and consultants in the interest of the Project.

11.6 ADDITIONAL PROVISIONS

11.6.1 IF THE BASIC SERVICES covered by this Agreement have not been completed within ( ) months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Subparagraphs 10.3.3 and 11.3.1.

11.6.2 Payments are due and payable ( ) days from the date of the Architect's invoice. Amounts unpaid ( ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of interest agreed upon.)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

11.6.3 The rates and multiples set forth for Additional Services shall be adjusted annually in accordance with normal salary review practices of the Architect.

ARTICLE 12

OTHER CONDITIONS OR SERVICES

(Insert descriptions of other services, identify Additional Services included within Basic Compensation and modifications to the payment and compensation terms included in this Agreement.)

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

OWNER	ARCHITECT
(Signature)	*(Signature)*
(Printed name and title)	*(Printed name and title)*

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AIA DOCUMENT B352-2000

Duties, Responsibilities and Limitations of Authority of the Architect's Project Representative

Recommended as a Reference Document when an Architect's Project Representative is employed

GENERAL INFORMATION

PURPOSE. This document is intended for use in the event that the Owner wants additional representation at the construction site on a full- or part-time basis. Under B352, the Project Representative is employed and supervised by the Architect. In contrast , up until the early 1950s, B352 predecessor documents called the Representative "the Clerk of the Works," because such persons were hired by the Owner but supervised by the Architect. The split between hiring and supervising caused numerous problems which have been resolved under B352 by the Architect acting as both employer and supervisor.

RELATED DOCUMENTS. This document is adopted by reference in several B-Series agreements, including AIA Documents B141, B141/CMa and B171. It is coordinated with AIA Document A201, General Conditions of the Contract for Construction, as well as othersimilar AIA general conditions where the Architect has an agreement with the Owner.

WHY USE AIA CONTRACT DOCUMENTS? AIA contract documents are the product of a consensus-building process aimed at balancing the interests of all parties on the construction project. The documents reflect actual industry practices, not theory. They are state-of-the-art legal documents, regularly revised to keep up with changes in law and the industry—yet they are written, as far as possible, in everyday language. Finally, AIA contract documents are flexible: they are intended to be modified to fit individual projects, but in such a way that modifications are easily distinguished from the original, printed language.

For further information on AIA's approach to drafting contract documents, see AIA Document M120, Document Drafting Principles.

USE OF NON-AIA FORMS. If a combination of AIA documents and non-AIA documents is to be used, particular care must be taken to achieve consistency of language and intent among documents.

USE OF CURRENT DOCUMENTS. Prior to using any AIA document, the user should consult an AIA component chapter or a current AIA Documents Price List to determine the current edition of each document.

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B352 may not be reproduced for Project Manuals. Rather, if a user wishes to include it as an example in a Project Manual, the normal practice is to purchase a quantity of the original forms and bind one in each of the Project Manuals. Modifications may be accomplished through the use of separate Supplementary Conditions.

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CHANGES FROM THE PREVIOUS EDITION

Rather than an exhibit, the B352 is now recommended as a reference document. Other provisions have been changed to parallel the latest edition of AIA Document A201. General Conditions of the Contract for Construction.

USING THE B352 FORM

The B352 form may be used as a reference document attached to an owner-architect agreement, such as AIA Document B141, Standard Form of Agreement Between Owner and Architect. It may be also referenced separately in the Owner-Architect Agreement or in an amendment to that Agreement. So long as the reference incorporating B352 is clear and definite, it will be given legal effect as if it had been written in full into the Owner-Architect Agreement.



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AIA DOCUMENT B352-2000

Duties, Responsibilities and Limitations of Authority of the Architect's Project Representative

Recommended as a Reference Document when an Architect's Project Representative is employed

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1. GENERAL

1.1 The Architect's Project Representative shall be stationed at the site at intervals agreed upon by the parties to the Contract and shall be responsible for assisting the Architect in the administration of the Contract. The rights, responsibilities and obligations of the Architect as described in the Owner-Architect Agreement shall not be modified by the furnishing of such Project Representative.

1.2 Communications by the Architect's Project Representative relating to administration of the Contract shall, in general, be restricted to the Architect and Contractor. The Project Representative shall communicate with the Owner and Contractor under the direction of the Architect and with the Architect's full knowledge. The Project Representative shall not communicate with Subcontractors or material suppliers except with the full knowledge and approval of the Contractor and Architect.

2. DUTIES AND RESPONSIBILITIES

The Project Representative shall:

2.1 Perform on-site observations of the progress and quality of the Work as may be reasonably necessary to determine, in general, if the Work is being performed in a manner indicating that the Work when completed will be in conformance with the Contract Documents. Notify the Architect if, in the Project Representative's opinion, Work does not conform to the Contract Documents or requires special inspection or testing.

2.2 Monitor the Contractor's construction schedules on an ongoing basis and alert the Architect to conditions that may lead to delays in completion of the Work.

2.3 Receive and respond to requests from the Contractor for information and, when authorized by the Architect, provide interpretations of the Contract Documents.

2.4 Receive and review requests for changes by the Contractor, and submit them, together with recommendations, to the Architect. If they are accepted, prepare Architect's Supplemental Instructions, incorporating the Architect's Modifications to the Contract Documents.

2.5 Attend meetings as directed by the Architect and report to the Architect on the proceedings.

2.6 Observe tests required by the Contract Documents. Record and report to the Architect on test procedures, test results and verify testing invoices to be paid by the Owner.

2.7 Maintain records at the construction site in an orderly manner, including correspondence,

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DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE ARCHITECT'S PROJECT REPRESENTATIVE

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Contract Documents, Change Orders, Construction Change Directives, reports of site meetings, Shop Drawings, Product Data and similar submittals; supplementary drawings, color schedules and requests for payment; and names, addresses and telephone numbers of the Contractors, Subcontractors and principal material suppliers.

2.8 Maintain a log book of activities at the site, including weather conditions, nature and location of Work being performed, verbal instructions and interpretations given to the Contractor, and specific observations. Record any occurrence or Work that might result in a claim for a change in Contract Sum or Contract Time. Maintain a list of visitors, their titles, and time and purpose of their visit.

2.9 Assist the Architect in reviewing Shop Drawings, Product Data and Samples. Notify the Architect if any portion of the Work requiring Shop Drawings, Product Data or Samples is commenced before such submittals have been approved by the Architect. Receive and log Samples required at the site, notify the Architect when they are ready for examination, record the Architect's approval or other action and maintain custody of approved Samples.

2.10 Review the Contractor's record copy of the Drawings, Specifications, addenda, Change Orders and other Modifications at intervals appropriate to the stage of construction and notify the Architect of any apparent failure by the Contractor to maintain up-to-date records.

2.11 Review Applications for Payment and forward to the Architect with recommendations for disposition.

2.12 Review the list of items to be completed or corrected which is submitted by the Contractor with a request for issuance of a Certificate of Substantial Completion. Review the Work. If the list is accurate, forward it to the Architect for final disposition; if not, so advise the Architect and return the list to the Contractor for correction.

2.13 Assist the Architect in conducting inspections to determine the date or dates of Substantial Completion and the date of final completion.

2.14 Assist the Architect in receipt and transmittal to the Owner of documentation required of the Contractor at completion of the Work.

3. LIMITATIONS OF AUTHORITY

The Architect's Project Representative shall not exceed the authority of the Architect under the Owner-Architect Agreement. The Project Representative shall NOT:

3.1 Authorize deviations from the Contract Documents.

3.2 Approve substitute materials or equipment except as authorized in writing by the Architect.

3.3 Personally conduct or participate in tests or third party inspections except as authorized in writing by the Architect.

3.4 Assume any of the responsibilities of the Contractor's superintendent or of Subcontractors.

3.5 Expedite the Work for the Contractor.

3.6 Have control over or charge of or be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work.

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3.7 Authorize or suggest that the Owner occupy the Project in whole or in part.

3.8 Issue a Certificate for Payment or Certificate of Substantial Completion.

3.9 Prepare or certify the preparation of a record copy of the Drawings, Specifications, addenda, Change Orders and other Modifications.

3.10 Reject Work or require special inspection or testing except as authorized in writing by the Architect.

3.11 Accept, distribute or transmit submittals made by the Contractor that are not required by the Contract Documents.

3.12 Order the Contractor to stop the Work or any portion thereof.

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AIA DOCUMENT B352-2000

DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE ARCHITECT'S PROJECT REPRESENTATIVE

The American Institute
of Architects
1735 New York Avenue, N.W.
Washington, D.C. 20006-5292

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INSTRUCTION SHEET

FOR AIA DOCUMENT B431, ARCHITECT'S QUALIFICATION STATEMENT—1993 EDITION

A. GENERAL INFORMATION

1. Purpose

AIA Document B431 provides a formal means of delineating the Architect's background, accomplishments and professional capabilities.

2. Related Documents

B431 is not intended for use with other AIA documents. For efficiency's sake, the Architect may choose to attach pertinent brochures or other relevant documents. However, this should not be done at the expense of clarity, thoroughness and concision.

3. Code of Ethics

Some of the information to be presented in B431 may be written to address the particular needs of a prospective client. However, all information contained in or attached to the form should be accurate and should not be edited to present a misleading picture of the Architect's experience or capabilities.

Canon III of the Code of Ethics and Professional Conduct, which deals with obligations to the client, also includes several rules which are relevant to the proper completion of B431. Under R.3.202, members are required to divulge any business association, direct or indirect financial interest, or other substantial interest which could influence their judgment in the performance of professional services. Under R.3.301, members are enjoined from misleading clients or prospective clients about the potential results of members' services.

4. Use of Current Documents

Prior to using any AIA document, the user should consult the AIA, an AIA component chapter or a current AIA Documents List to determine the current edition of each document.

5. Limited License for Reproduction

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A limited license is hereby granted to retail purchasers to reproduce a maximum of ten copies of a completed or executed B431, but only for use in connection with a particular Project. Further reproduction is prohibited without the express written permission of the AIA.

B. CHANGES FROM THE PREVIOUS EDITION

1. Format Changes

Article 2, Statement of Interest, has been changed to General Statement of Qualifications. A new Article 7, Statement of Potential Conflicts of Interest, has been inserted, moving former Article 7 to Article 8.

2. Changes in Content

The 1993 edition of B431 revises the 1979 edition to incorporate alterations proposed by architects, owners, contractors and professional consultants.

Article 2: This is a new addition to B431 and is included to allow for a narrative description of the architect's capabilities relative to the project at hand.

Article 3: Two paragraphs have been added to allow for a more thorough description of the architectural concern, including total number of staff and number of registered architects. The paragraphs covering honors and awards and professional and civic involvement have been retained, but with new numeric designations.

Article 4: The instruction "List proposed consultants, if applicable" has been added to clarify the article's purpose.

Article 7: Formerly entitled Statement of Interest and located at Article 2, Article 7: Statement of Potential Conflicts of Interest has been renamed to more clearly delineate its purpose. This article is designed to promote disclosure and improve the document's overall utility.

Article 8: This article has been renumbered to accommodate the changes to Article 7 described above.

C. COMPLETING THE B431 FORM

1. General

This form is intended to be completed by writing or typing the appropriate information in the blank spaces provided. For information that is too lengthy to be included on the form, attachments can be prepared and referenced in the space available. If no information is to be entered in a particular space, mark it as "not applicable."

2. Article 2: General Statement of Qualifications

In the space provided, describe the firm's particular qualifications to perform the work for a proposed project. Include such information as years of experience in the building type and areas of expertise that are pertinent to the project.

3. Article 3: General Information

The information provided in this article should pertain to the firm, rather than to a particular individual. For instance, under 3.2 Professional History, a brief history of the firm might be provided, rather than a listing of individual professional experience.

4. Article 4: Related Professional Services

In the space provided, list any professional consultants who would be likely to be employed on the project under consideration. Include, if applicable, brief descriptions of relevant projects for which they have previously acted as consultants.

5. Article 5: Projects

Include under 5.1 projects recently completed. Under 5.2, list other projects—not necessarily in order of completion—which might be relevant to the prospective client's needs.

6. Article 6: References

Include the names, current addresses and business telephone numbers of clients—ideally including those with projects listed in paragraph 5.1—who may be contacted by the submittee/recipient for corroboration of professional capabilities and accomplishments. Prior employers may be included at the Architect's discretion with appropriate indication of relationship.

7. Article 7: Statement of Potential Conflicts of Interest

It is imperative to disclose here any business association, direct or indirect financial interest, or other circumstances which could be construed as creating a conflict of interest with the prospective client. If there is any doubt about whether or not the interest is substantial enough to merit disclosure, it should be included. Refer to the 1992 AIA Code of Ethics and Professional Conduct for additional guidance.

AIA Document B431

Architect's Qualification Statement

1993 EDITION

DATE:
SUBMITTED TO:
ADDRESS:

NAME OF PROJECT *(If Applicable)*

1. BASIC INFORMATION

1.1 Architect

(Firm Name)

1.2 Business Address:

1.3 Telephone Number: ( )

1.4 Person to Contact:

1.5 Type of Organization: *(Check One)*

- ☐ Individual or Sole Proprietorship
- ☐ Professional Corporation/Association
- ☐ Corporation
- ☐ Partnership
- ☐ Joint Venture*
- ☐ Other*

**If Joint Venture or Other, give details.*

2. GENERAL STATEMENT OF QUALIFICATIONS

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3. GENERAL INFORMATION

(This information may be provided via the Architect's brochure which may be attached and listed in Article 8.)

3.1 Names of Principals:

3.2 Professional History:

3.3 Registration Status:

3.4 Professional Affiliations:

3.5 Key Personnel:

3.6 Total Number of Staff:

3.7 Number of Registered Architects:

3.8 Honors and Awards:

3.9 Professional and Civic Involvement:

4. RELATED PROFESSIONAL SERVICES

(List proposed consultants, if applicable.)

4.1 Structural:

4.2 Mechanical:

4.3 Electrical:

4.4 Interior Design:

4.5 Others:

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5. PROJECTS

(Projects for which personnel of this firm had responsible charge while associated with other firms are indicated by an asterisk.)

5.1 The following projects are representative of the Architect's recent work. A brief description of each project is attached.

5.2 Other representative projects with dates of completion:

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6. REFERENCES

7. STATEMENT OF POTENTIAL CONFLICTS OF INTEREST

8. ADDITIONAL INFORMATION

(If attachments are provided, list them here.)

ARCHITECT:

By:

I hereby certify that, as of the above date, the information provided in this Architect's Qualification Statement is true and sufficiently complete so as not to be misleading.

_____

(Signature)

_____

(Printed name and title)

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ARCHITECT:

PROJECT:

Size:

Cost:

Owner:

Owner Contact:

Completion Date:

Contractor/Construction Manager:

Brief Description:

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ARCHITECT:

PROJECT:

Size:

Cost:

Owner:

Owner Contact:

Completion Date:

Contractor/Construction Manager:

Brief Description:

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ARCHITECT:

PROJECT:

Size:

Cost:

Owner:

Owner Contact:

Completion Date:

Contractor/Construction Manager:

Brief Description:

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AIA DOCUMENT B511

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Guide for Amendments to AIA Owner-Architect Agreements

INTERIM EDITION

FOR USE WITH THE FOLLOWING AIA B-SERIES DOCUMENTS

B141/CMa, 1992 Edition
B141, 1987 Edition
B151, 1987 Edition
B163, 1993 Edition
B171, 1990 Edition
B177, 1990 Edition
B181, 1994 Edition
B188, 1996 Edition
B727, 1988 Edition

1996 THE AMERICAN INSTITUTE OF ARCHITECTS

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INTRODUCTION

STANDARD AND MODEL DOCUMENTS

The AIA recognizes that its standard form documents require modification to fit particular projects. Proper modifications are encouraged, with the appropriate assistance of legal and insurance counsel. However, such modifications should not be attempted without first understanding the assumptions underlying those documents.

One basic distinction to be aware of is that between standard and model documents. This Guide is a model document. The contract language it contains is intended to be retyped in creating amendments to AIA standard documents. The standard documents, on the other hand, are intended to be used as originally published by the AIA, with modifications clearly distinguished from the published text.

The reason for keeping a standard document intact is inherent in the concept of standardization. As the document is used in numerous transactions, users become familiar with its published contents. Over time, this familiarity simplifies these transactions: parties merely have to examine the proposed user modifications, assuming that the baseline established by the published standard document is left intact. This saves time and money for all concerned. For this reason, the AIA only revises its standard documents at fairly long intervals, to avoid disrupting people's familiarity with the published contents.

Standardization is especially critical on construction projects, which may involve hundreds of contractual relationships. The AIA documents are drafted and coordinated with a view to avoiding overlaps and gaps in the rights and duties of the many contracting parties. For this very reason, however, modifications must be made carefully: if a provision in one contract is changed, other contractual relationships on the project may have to be modified accordingly. For example, a change in an Owner-Architect agreement may require a corresponding change in the Owner-Contractor agreement, or in the General Conditions, in order to avoid serious conflicts and inconsistencies.

PURPOSE OF THIS GUIDE

The model provisions in this Guide may be used to amend most of the Owner-Architect agreements currently published by the AIA, including those listed on the cover page of the Guide.

Many of the provisions in B511 require special care in their application. Some provisions, such as a limitation of liability clause, further define or limit the scope of services and responsibilities.

Other provisions introduce a new and different approach to the project, such as fast track. In all cases, these provisions were chosen for this model document because they deal with unique circumstances that are not typical enough for AIA's standard documents, which have nationwide, and not just local or specialized, application.

Users are further cautioned that the careless application of these provisions may lead to results that are neither intended nor desired. To restate the warning that appears on the cover page of most AIA agreement forms: legal counsel should be consulted with regard to the incorporation of any of these provisions into a contract.

HOW TO USE THIS GUIDE

If you have not used this Guide before, it will be helpful to compare it with a copy of an AIA document such as B141, *Standard Form of Agreement Between Owner and Architect*, to understand how the amendments discussed herein affect the document. Model language is printed in a sans serif typeface (example: Architect), indented from the body text of the Guide. It is intended to be adapted and retyped for incorporation into Owner-Architect agreements. Specific methods for doing so are discussed in "Methods for Amending Documents" on Page 3 of this Guide.

The reader is assumed to have a basic knowledge of the AIA document that is to be modified so as to be able to apply the amendments in the proper context. If you are familiar with earlier editions of this Guide, please be aware that this edition is NOT specifically coordinated with the provisions of B141, but is intended for use in modifying AIA Owner-Architect agreements generally.

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THREE COMMON ERRORS IN AMENDING STANDARD DOCUMENTS

Many of the errors made in amending AIA documents fall into three broad categories.

The first is to modify a document without checking to see how the modification affects other documents used on the project. Most AIA documents are linked with other AIA documents into groups of coordinated forms called "families." Users should familiarize themselves with the document families as a first step to understanding where linkages among the documents exist. For example, one of the amendments in this Guide shows how the Architect's construction phase services can be eliminated, leaving these to be performed by the Owner. If this modification is made to the Owner-Architect agreement without a parallel change to the general conditions of the contract for construction, there will be serious confusion during construction as to whom the Contractor needs to deal with.

The second error is to treat a standard document as if it were a model form and retype or otherwise copy the language from it. This eliminates the benefit of standardization discussed under "Standard and Model Documents," above. It also introduces the possibility of error in retyping.

The third error comes from a misconception about legal interpretation and writing methods. It is NOT necessary to write every term of a contract into the core agreement. Other writings can be incorporated by reference. It is helpful to attach these writings to the core document, but even this may not be strictly necessary. As stated in *Williston on Contracts*, Third Edition, "Where a writing refers to another document, that other document, or so much of it as is referred to, is to be incorporated as part of the writing."

Incorporation by reference must be complete and specific enough to indicate without ambiguity the document to be incorporated. This may be done (1) by a specific reference in the core document or (2) by cross-references in both the core document and the amending document. As an example of a reference in the core document, AIA Document B141 contains two references (in Subparagraph 2.6.2 and Paragraph 9.4) to the terms, conditions and definitions found in A201. As an additional precaution, the parties also may initial each page and sign the final page of the amendments to indicate their mutual agreement.

A NOTE ABOUT DEFINED TERMS AND CAPITALIZATION

When amending the Owner-Architect agreement, the parties should determine if any terms within the model language (ex. "drawings") are defined terms within the agreement being modified or within a document incorporated into the agreement. In such cases those terms should be capitalized. For documents which incorporate definitions by reference from AIA Document A201, *General Conditions of the Contract for Construction*, follow the following guidelines as written in the 1987 Edition of A201, Paragraph 1.4:

> "Terms capitalized in these General Conditions include those which are (1) specifically defined, (2) the titles of numbered articles and identified references to Paragraphs, Subparagraphs and Clauses in the document or (3) the titles of other documents published by The American Institute of Architects."

FURTHER READING

The Architect's Handbook of Professional Practice contains many of the documents published by the AIA and includes helpful commentaries on selected AIA documents, including B141.

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METHODS FOR AMENDING DOCUMENTS

There are many methods for amending AIA documents. Some work better than others. Some require needless effort, and some may result in ambiguity. Although it is common practice to graphically delete material and insert new material in the margins of the standard form, this may create ambiguity. Further, it is not recommended that language in the standard document be graphically stricken in such a way as to render it illegible (as, for example, with blocking tape, correction fluid or Xs that completely obscure the text). The recommended method of modifying the document is to attach separate written amendments to the standard form document that refer back to the numerical sequence of provisions in that document.

The three illustrations on Pages 3 through 6 refer to AIA Document B141 as an example.

ILLUSTRATION 1

This illustration shows how a single, simple and short amendment can be added to a core document. Space is provided in the last article of most AIA Owner-Architect agreement forms for insertion of short amendments. In B141, this article is Article 12, OTHER CONDITIONS OR SERVICES. The following is an example of a short amendment typed into this article:

ARTICLE 12

OTHER CONDITIONS OR SERVICES

12.1 Fast-Track Design and Construction

12.1.2 [redacted]

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ILLUSTRATION 2

The space provided in the published AIA documents may not be sufficient to accommodate longer amendments. This illustration shows how longer amendments can be assembled using the numerical sequence of articles, paragraphs, etc. of a core document. When amendments include both deletions and additions, this method is usually the most appropriate.

AIA Document B141 is again used for purposes of this example. A general statement adopting an amendment into the core document is often inserted in the space provided under Article 12, OTHER CONDITIONS OR SERVICES. (See discussion under "Three Common Errors in Amending Standard Documents," Page 2 of this Guide.) Such a statement could be as simple as the following:

ARTICLE 12

OTHER CONDITIONS OR SERVICES

This Agreement includes the amendments on the attached Pages 11 through _____ initialed by the Owner and the Architect.

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In the case of B141, the last page is 10, so the amendments begin on Page 11.

Next, on separate sheets show your amendments as discrete exhibits with pages numbered as described above. The introductory statement below is a cross-reference back to B141 that could be used as a heading for the first page of the exhibits, followed by the specific modifications.

When deleting an entire numbered provision of the core document, it is generally enough to say, for example, "Delete Paragraph 2.1." The imperative is customarily used because it is shorter and less legalistic than such language as "Paragraph 2.1 shall be hereby deleted."

13

12

11

AMENDMENTS

The following amendments modify the *Standard Form of Agreement Between Owner and Architect*, AIA Document B141, 1987 Edition. Where a portion of the Agreement is modified by these amendments, the unaltered portions of the Agreement shall remain in effect.

ARTICLE 1: ARCHITECT'S RESPONSIBILITIES

Add the following to Paragraph 1.2 of Article 1:

1.2 Remodeling, Rehabilitation, Renovation and Restoration

1.2.1 [redacted]

ARTICLE 2: SCOPE OF ARCHITECT'S BASIC SERVICES

Delete all parts of Paragraphs 2.6 and 3.2, except for Subparagraph 2.6.6, and substitute the following:

2.6 Owner's Administration of the Construction Contract

2.6.1 [redacted]

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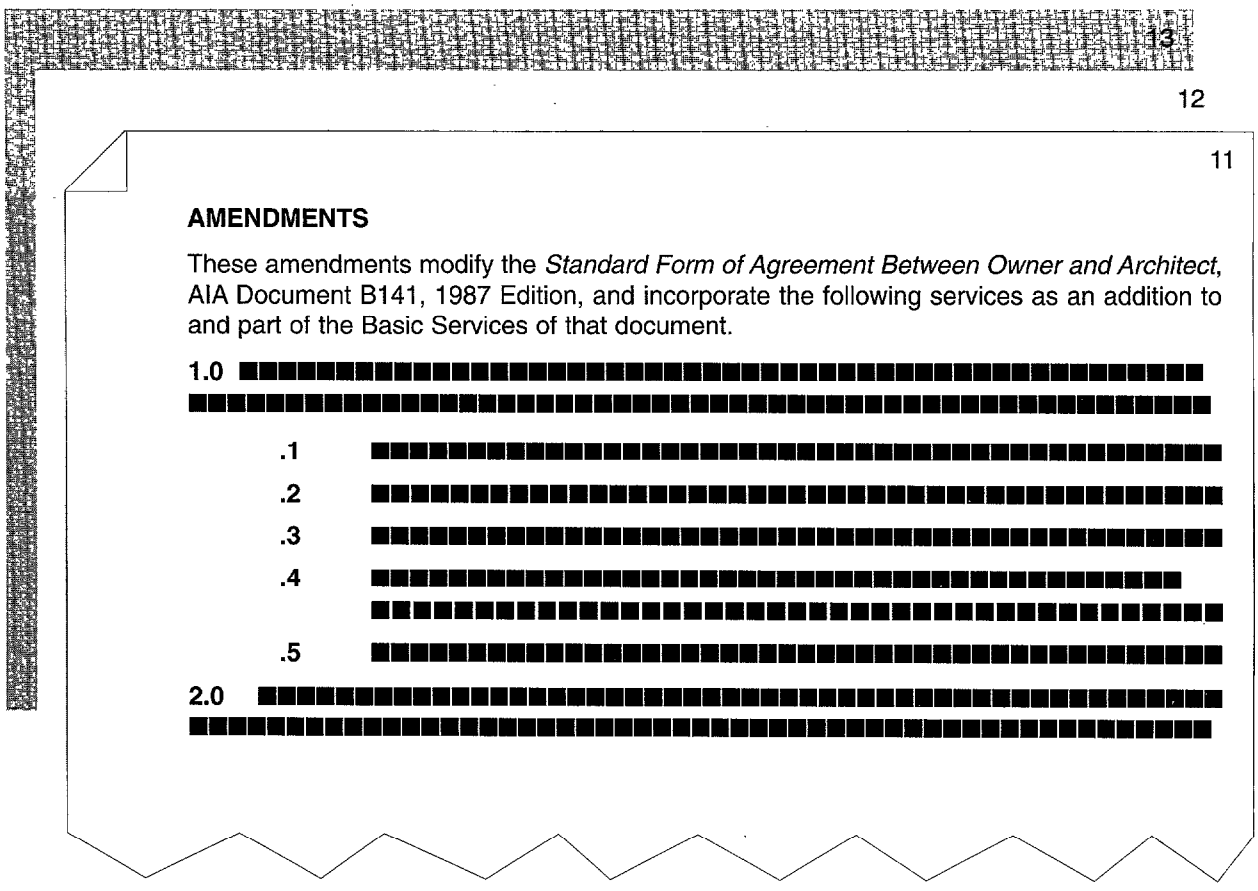
ILLUSTRATION 3

Again assuming a longer set of amendments, this illustration shows a simple addition that uses its own numbering system instead of referencing the numbers of the articles, paragraphs, etc. in the core document.

As in Illustration 2, a sentence referencing and adopting the amendments should be inserted in the last article of the AIA document. The amendments should then be attached. Again using AIA Document B141 as an example, the introductory statement on the first page of the amendment would begin as follows:



Because each page of amendments is custom-made, it is often appropriate for the parties to initial each page of the amendments.

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NOTES

AMENDMENT 1: REMODELING, REHABILITATION, RENOVATION AND RESTORATION SERVICES

Remodeling, rehabilitation, renovation and restoration services often involve unforeseen conditions, including various conditions concealed within the walls and floors of an existing structure. These concealed conditions are not always discoverable before actual construction commences or may not be amenable to destructive materials testing. The decision of whether or not to have such testing performed is a business judgment of the Owner; however, the Owner may ask the Architect to proceed using the available documentation, and in turn, the Architect may wish to clarify responsibilities by using the model provisions that follow. Because this model paragraph includes an indemnification provision, the user should verify the enforceability of such a provision with legal counsel. Many states have statutes which limit or prohibit the enforceability of such provisions.

The Architect's services shall be provided to assist the Owner in making changes to an existing facility for which the Owner shall furnish, in a timely manner, documentation and information upon which the Architect may rely for its accuracy and completeness. Unless specifically authorized or confirmed in writing by the Owner, the Architect shall not be required to perform or to have others perform destructive testing or to investigate concealed or unknown conditions. In the event documentation or information furnished by the Owner is inaccurate or incomplete, any resulting damages, losses and expenses, including the cost of the Architect's Additional Services, shall be borne by the Owner.

The Owner shall indemnify and hold harmless the Architect, the Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, which arise as a result of inaccurate or incomplete documentation or information furnished by the Owner.

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AMENDMENT 2: REVIEW OF MULTIPLE RESUBMITTALS

NOTES

The Architect's review of multiple resubmittals creates expense for the Architect that is impossible to anticipate at the outset of the Project. The following amendment can be added to an Owner-Architect agreement as a way to deal with this uncertainty, and an appropriate preface should be drafted, such as, in the case of AIA Document B141, "Add the following to the end of Subparagraph 2.6.12."

> The Architect's Basic Services for review of the Contractor's submittals shall be limited to an initial submittal and two resubmittals for each required submittal. Services by the Architect for review of additional resubmittals shall be compensated in accordance with _____.

● *Insert reference number from the proper compensation provision in the Agreement. In B141, it is Subparagraph 11.3.2.*

AMENDMENT 3: MULTIPLE SITE VISITS BY THE ARCHITECT

The number of site visits required to adequately fulfill the Architect's duties is difficult to determine or estimate at the outset of the Project. For fixed- or percentage-fee agreements, it may be appropriate to establish a fixed number of site visits which, once exceeded, requires the Owner to pay additional compensation to the Architect for any further site visits.

The following amendment may be used to modify the provisions on site visits found in an AIA document (e.g., in AIA Document B141, Subparagraph 2.6.5). The user should make sure the agreement that is being amended provides for compensation for Additional Services. Some AIA Owner-Architect agreement forms do not refer to Additional Services, and some that do refer to them do not distinguish between Optional and Contingent Additional Services. In either case, the model language should be modified accordingly.

An appropriate preface should be drafted, such as, "Add the following Clause 2.6.5.1 to Subparagraph 2.6.5" and the number of visits should be added in writing and numerically.

> The Architect shall be compensated for site visits in excess of _____ (_____) as an Optional Additional Service.

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AMENDMENT 4: OWNER'S ADMINISTRATION OF THE CONSTRUCTION CONTRACT

NOTES

The services described in an AIA document do not necessarily meet the needs of all Owners. An Owner who has the in-house capability to administer the construction contract may choose to delete the Architect's Construction Phase services. For some Owners, this is a business decision to reduce the Architect's compensation or to provide work for their own employees. Some Architects may prefer this practice.

Such a choice is not without risks to both the Owner and Architect. For the Architect, risks include unenforceability due to state law preventing the Architect from being relieved of responsibility for certain Construction Phase services. For the Owner, risks include the potential for misinterpretation inherent in representations of ideas that have not been thoroughly tested in prototype. The Architect who prepared the construction documents is usually the best qualified to provide interpretations and to resolve ambiguities which otherwise may cause delays or additional cost to the Owner or others. The risk of harm to the Owner, Contractor and the public is increased when the Owner chooses to perform the administration without having the requisite experience or knowledge or chooses to provide no review at all of the Contractor's Work.

A preface may be needed for the following amendment to, in effect, delete portions of the Owner-Architect agreement dealing with construction administration services. For instance, in AIA Document B141 the preface might read: "Delete all parts of Paragraphs 2.6 and 3.2, except for Subparagraph 2.6.6, and substitute the following:"

> The Architect's Basic Services shall not include Construction Phase services. The Owner shall be responsible for interpreting the Contract Documents, reviewing submittals, certifying payments to the Contractor, and observing the Contractor's Work. The Owner assumes responsibility for discovering, correcting or mitigating errors, inconsistencies or omissions.
>
> The Owner may request the Architect in writing to provide specific Construction Phase services. If the Architect agrees in writing to provide such services, the Architect shall be compensated for such services in accordance with _____.

● *Insert reference number from the proper compensation provision in the Agreement. In B141, it is Subparagraph 11.3.2.*

AMENDMENT 5: FAST-TRACK CONSTRUCTION

"Fast-track" is the term applied to a process in which certain portions of the Architect's design services overlap with construction activities. One characteristic of this process is the far greater likelihood that clarifications and adjustments in the Contract Documents will be required, as design and construction proceed more or less in tandem.

Good communication among all parties is vital, since construction costs will change as the documents are further refined. If the documents are insufficiently coordinated or complete, subsequent Work may require significant correction, and costly delays may result.

Because this process departs from the customary sequential phasing of projects, the Owner must play an active role in establishing its parameters. It is

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the Owner who initiates the process by authorizing commencement of construction prior to the completion of the Contract Documents, and it is the Owner who reaps the benefits if the process goes as planned. It is thus, quite properly, the Owner who assumes the risk resulting from this process. Cost-estimating responsibility must be coordinated accordingly.

The user should make sure the agreement that is being amended provides for compensation for Additional Services. Some AIA Owner-Architect agreement forms do not refer to Additional Services, and some that do refer to them do not distinguish between Optional and Contingent Additional Services. In either case, the model language should be modified accordingly.

The phases referred to in the model language are taken from AIA Document B141. The user should take care to coordinate such references with the document that is being amended.

Upon receipt of the Owner's written authorization for construction activities to commence prior to completion of the Architect's Construction Documents Phase services, the Architect shall provide the services for all phases of Basic Services *(or optionally, ...the design phases, bidding or negotiation phase and construction phase...)* in an overlapping manner rather than in the normal sequence in order to expedite the Owner's early occupancy of all or a portion of the Project. The Owner shall furnish to the Architect in a timely manner information obtained from all Contractors and prospective contractors regarding anticipated market conditions and construction cost; availability of labor, materials and equipment; and their proposed methods, sequences and time schedules for construction of the Work. Upon receipt of their proposed construction schedules, the Architect shall prepare a schedule for providing services. In the event of a conflict between the proposed construction schedules and the Architect's proposed schedule, the Architect shall inform the Owner of such conflict.

Cost Estimates. Cost estimates required for the Project shall be furnished by the Owner to the Architect in a timely manner. The Architect shall be entitled to rely on such cost estimates, and significant redesign after approval of the documents for the purpose of reducing the construction cost of the Project shall be an Additional Service and compensated in accordance with _____.

Documents Coordination. When corrections or adjustments to the drawings, specifications or other documentation become necessary because the Owner has chosen to proceed as described above, to coordinate the documents, provide adequate clearances or otherwise meet program requirements, the Architect shall be compensated for such corrections or adjustments in accordance with _____.

● *Insert reference number from the proper compensation provision in the Agreement. In B141, it is Subparagraph 11.3.2.*

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AMENDMENT 6: OWNER-REQUESTED CERTIFICATIONS

NOTES

The Architect's certifications required by many AIA documents are limited to the extent that the information contained in the certified statement is within the "knowledge, information or belief" of the Architect. This limit is necessary because a professional, while not in possession of all relevant information, may nevertheless be able to render a judgment based upon observed or furnished information.

Because Owners and others might not be aware of the difference between a limited and an unlimited certification, AIA documents, such as B141, contain a requirement that the Owner submit the "proposed language of certificates or certifications" to the Architect at least 14 days prior to execution by the Architect. The following amendment may be added to the provisions dealing with the Owner's responsibilities that are found in most AIA documents.

Subject to the approval of the Architect, the certificate or certification requested by the Owner of the Architect shall utilize an AIA form or follow the format below:

ARCHITECT'S STATEMENT AND CERTIFICATION

With respect to the Project:
(Name and Address)

The following STATEMENT is made by the Architect:

● *Insert the appropriate statement. See the list of examples on Pages 12 and 13 of this Guide.*

With respect to the above statement, the Architect provides the following CERTIFICATION:

Based upon the Architect's knowledge, information and belief, the Architect certifies that the above statement is true and correct in the Architect's professional opinion. This certification is only intended for the benefit of the Recipient. Unless otherwise specifically agreed to by the Architect in writing, other persons or entities, including assigns and successors of the Recipient, shall not be considered beneficiaries and shall not be entitled to rely upon this certification.

The Recipient is:

_____

(Signature) *(Date)*

The Architect is:

_____

(Signature) *(Date)*

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Some examples of the possible certification STATEMENTS which might be used in the above certification are as follows:

NOTES

EXAMPLE 1

The drawings and specifications of the Architect, as identified below, are in substantial compliance with applicable zoning and building code requirements in the locale where the Project is located. Those drawings and specifications are:

- *Either list the documents here or refer to an exhibit to this certification.*

EXAMPLE 2

The designs for the foundations of the buildings and improvements for this Project should be adequate to support them when constructed, based upon the geotechnical report prepared by:

_____,

- *Insert name of geotechnical firm or engineer.*

dated _____, and upon the drawings and specifications of the licensed professional engineer, as identified below:

- *Insert a list identifying the drawings and specifications.*

EXAMPLE 3

Based upon the Architect's site visits during the progress of the Work and the Contractor's representations made to the Architect, the construction of the building and other improvements to the Project, to the best of the Architect's knowledge, information and belief, have been completed in general compliance with the requirements of the Contract Documents that constitute the agreement between the Owner and the Contractor.

EXAMPLE 4

The required certificates of occupancy for the Project have been issued by the appropriate local governmental agencies having jurisdiction over the Project.

EXAMPLE 5

The gross square feet of floor area enclosed by the building constructed for this Project are:

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EXAMPLE 6

Based upon the certified survey prepared by: _____,

● *Insert name of surveyor.*

dated _____, the building and other improvements to the Project depicted by that survey are located within the property boundaries, and reflect easements, rights of way and encroachments in force relative to the land upon which the Project is built. All specific and general exceptions shown on the Owner's title insurance policy are expressly excluded from this certification.

Before applying any of these STATEMENTS to a specific situation, the Architect should have them reviewed by legal and insurance counsel. Under certain circumstances, the Architect's professional liability insurance may be rendered ineffective because the certification might be deemed to be an uninsurable warranty which is excluded from coverage.

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AMENDMENT 7: OWNER'S CONSULTANTS

NOTES

For various reasons, the Owner may wish to contract separately for the services of consultants, including, in some cases, consultants for the engineering disciplines. In such cases, coordination of the Architect's documentation with that of the consultants is critically important and requires careful handling. The Owner's consultants should be required to coordinate their drawings with those prepared by the Architect. The Architect's review must generally be limited to conformance with design concepts; full review by the Architect would involve duplication of the consultant's services by the Architect and thus negate any cost savings anticipated by the Owner. The Architect, on the other hand, does not have authority over the consultants' services and should not be held responsible for their adequacy.

The following amendment may be added as needed to the provisions dealing with the Owner's responsibilities in the Owner-Architect agreement:

> The Owner shall contract separately for the design services listed below. Unless otherwise indicated, those services shall be performed by licensed professional consultants, who shall affix their seals on the appropriate documents prepared by them. The contracts between the Owner and the Owner's consultants shall require the consultants to coordinate their drawings and other instruments of service with those of the Architect and to advise the Architect of any potential conflict. The Architect shall have no responsibility for the components of the Project designed by the Owner's consultants. Review by the Architect of the consultants' drawings and other instruments of service is solely for consistency with the Architect's design concept for the Project. The Architect shall be entitled to rely on the technical sufficiency and timely delivery of documents and services furnished by the Owner's consultants, as well as on the computations performed by those consultants in connection with such documents and services, and shall not be required to review or verify those computations or designs for compliance with applicable laws, statutes, ordinances, building codes, and rules and regulations. The Owner shall indemnify and hold harmless the Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of the services performed by the other consultants of the Owner.

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AMENDMENT 8: CONSTRUCTION MANAGER AS CONSTRUCTOR

NOTES

When the Owner has engaged a Construction Manager-Constructor (using AIA Document A121/CMc or A131/CMc) who will provide cost estimating services for the Project, this amendment may be needed to allocate responsibilities between the Architect and the Construction Manager. Further specific modifications or amendments to an AIA document should be considered, depending on the specific provisions of the Owner-Construction Manager/Constructor agreement. For instance, fast-track construction or design phase scheduling issues may require revisions.

There are two parts to this amendment: PART 1 deals with the Architect's responsibility to furnish documents to the Construction Manager, and PART 2 deals with the Construction Manager's responsibility for estimating the construction costs. In both parts, this amendment will need to be accompanied by a preface to indicate the amendment deletes and supersedes provisions in the published document.

Assuming the use of B141, the preface for PART 1 might say, "Delete Subparagraphs 2.2.5, 2.3.2 and 2.4.3, and add Subparagraph 1.1.4 as follows:" which will be followed by the PART 1 amendment below:

> At intervals agreeable to the Owner and Construction Manager, the Architect shall provide progress drawings, specifications and other documents for the Owner's and Construction Manager's information and review.

Similarly, assuming the use of B141, the preface for PART 2 might say, "Delete Paragraph 5.2 and substitute the following:", which will be followed by the PART 2 amendment below:

> The Architect shall review the Owner's Project budget, preliminary estimates of Construction Cost or detailed estimates of Construction Cost prepared by the Construction Manager solely for guidance in the Architect's preparation of the Construction Documents. Accordingly, the Architect can not and does not warrant the accuracy of the estimates of the Construction Manager, or warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation prepared by the Construction Manager.
>
> No fixed limit of Construction Cost shall be established as a condition of this Agreement.
>
> In the event that the Construction Manager's estimate or the lowest bona fide bid or negotiated proposal received by the Owner exceeds the Owner's budget for reasons other than those established in this Agreement, the modification of the Contract Documents, if required, shall entitle the Architect to additional compensation under the terms of this Agreement, whether or not the Construction Phase is commenced.

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AMENDMENT 9: OWNERSHIP OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

NOTES

When an Owner requires the Architect to transfer title to the original drawings and specifications, care must be exercised in transferring ownership of these instruments of service. In particular, the Owner must understand that ownership does not include the right to reuse the documents, and that it does not limit the Architect's right to reuse information contained therein. Note that by retaining all other rights in the documents, the Architect also retains the copyright in them. Should the Owner, for whatever reason, ignore the limits on reuse of the drawings and specifications, the Owner should be responsible for indemnifying the Architect against any loss caused by the Owner's misuse of these instruments of service.

The user is cautioned that the law concerning indemnification and other exculpatory clauses is changing so rapidly that the enforceability of a provision may be called into question at any time. Because of various state laws against contractual indemnification, outside of insurance, especially related to construction, the user should have any indemnification provision reviewed by legal counsel prior to inclusion in the Owner-Architect agreement. Some states have enacted so-called anti-indemnification statutes specifically targeted at construction contracts. Many of those states forbid transfer of the Architect's liability based upon the Architect's sole negligence or willful misconduct.

Application of this amendment will require a preface indicating the deletion of any standard provision on ownership of documents from the Agreement and substitution of the amendment as follows:

> **Ownership.** Upon full payment of all sums due or anticipated to be due the Architect under this Agreement and upon performance of all the Owner's obligations under this Agreement, the latest original drawings, specifications, and the latest electronic data prepared by the Architect for the Project shall become the property of the Owner. This conveyance shall not deprive the Architect of the right to retain electronic data or other reproducible copies of the drawings and specifications or the right to reuse information contained in them in the normal course of the Architect's professional activities. The Architect shall be deemed the author of such electronic data, documents and design, and shall retain all rights not specifically conveyed, and shall be given appropriate credit in any public display of such documents.
>
> **Reuse of Documents.** The Owner shall not use or authorize any other person to use the drawings, specifications, electronic data and other instruments of service on other projects, for additions to this Project or completion of this Project by others so long as the Architect is not adjudged to be in default under this Agreement. Reuse without the Architect's professional involvement will be at the Owner's sole risk and without liability to the Architect. The Owner shall indemnify and hold harmless the Architect, the Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of unauthorized reuse of drawings, specifications, electronic data or other instruments of service.

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Transfer of Ownership. Under no circumstances shall the transfer of ownership of the drawings, specifications, electronic data or other instruments of service be deemed to be a sale by the Architect, and the Architect makes no warranties, express or implied, of MERCHANTABILITY or of fitness for a particular purpose.

NOTES

Be sure to coordinate this amendment with any subsidiary agreements, such as those used with the Architect's engineering consultants. Using AIA Document C141 as an example, the consultant agreement will have its own amendment as follows:

Delete Paragraph 6.1 and substitute the following:

6.1 Ownership of the latest original drawings and specifications prepared by the Consultant shall be conveyed to the Owner in the same manner and to the same extent as provided in the attached Prime Agreement, and the Consultant shall be afforded the same rights with respect to electronic data or other reproducible copies of the drawings and specifications and the information contained therein as are afforded to the Architect in the attached Prime Agreement.

AMENDMENT 10: ARBITRATION

Arbitration provisions have been provided in most AIA contract forms since 1888 in order to encourage alternative dispute resolution procedures and to provide users with legally enforceable arbitration provisions when the parties choose to adopt arbitration into their contract. The inclusion of an arbitration provision is still a business decision to be made by the parties dependent upon their particular circumstances and project. For some, the wholesale deletion of arbitration provisions goes too far, and for this reason, the following model provision has been provided with a blank space for placing a dollar limitation on claims which shall be subject to arbitration. Unless the parties subsequently agree otherwise, claims above that limit will have to be litigated.

The AIA does not have any suggestions on the amount that should be inserted in the blank spaces. Placing a dollar limit on arbitration or any alternative dispute resolution process may tempt a claimant to make inflated claims merely to exceed the limit and force litigation. Thus, care must be exercised in reaching agreement as to the dollar limit to ensure that both parties exercise good faith efforts in applying this provision.

The following amendment may be used as a substitute for the arbitration provision found in most AIA Owner-Architect agreements:

Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof which involve, either individually or in the aggregate, monetary claims less than or equal to _____ Dollars ($_____) shall be subject to and decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect.

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AMENDMENT 11: JOINDER OF ARBITRATIONS

There are instances in which the Architect arbitrates disputes with the Owner involving services provided by the Architect's consultants. Because most AIA Owner-Architect agreements have a prohibition against joinder, the Architect would be unable to join the consultant into the matter. Subsequent arbitration with the consultant may result in determinations inconsistent with those resulting from the Owner-Architect arbitration. The Architect should modify this paragraph only to allow joinder with the Architect's consultants if agreements with consultants are similarly modified. *(Caution: The joinder restriction must be modified similarly in the consultant agreements, e.g., C141.)*

> As an exception to this Agreement's general prohibition against joinder of arbitrations, an arbitration may be joined with an arbitration involving common issues of law or fact between the Architect and any person or entity with whom the Architect has a contractual obligation to arbitrate disputes.

AMENDMENT 12: MEDIATION

According to the American Arbitration Association: "Mediation consists of the effort of an individual, or several individuals, to assist the parties in reaching the settlement of a controversy or claim by direct negotiations between or among themselves. The mediator participates impartially in the negotiations, advising and consulting the various parties involved. The result of the mediation should be an agreement that the parties find acceptable. The mediator cannot impose a settlement, but can only guide the parties towards achieving their own settlement."

The model mediation provision shown in this amendment is an adjunct to arbitration and not a substitute for it. Note also that mediation provisions are already contained in the current editions of AIA Documents B163 and B181. As an additional process through which the parties may go before their controversy is ultimately decided, mediation may cause added delay in reaching a conclusion, especially if the parties have hardened their positions. Yet for parties who have worked closely together and share a good deal of trust and respect for each other, mediation may be the only dispute resolution method required to settle many disputes.

Should the user wish to substitute mediation for arbitration, legal counsel should be consulted to assist in making any appropriate changes.

> In addition to and prior to arbitration, the parties shall endeavor to settle disputes by mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Demand for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

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AMENDMENT 13: TERMINATION, SUSPENSION OR ABANDONMENT

When a project is suspended by an Owner, the Architect incurs many costs which would not have been incurred had the project continued to completion. Most of these costs are the result of having to make changes in the staffing of the architectural practice to accommodate a missing project. The model provision clearly sets out some of these costs so that an Owner will not assume that the suspension or abandonment of a project is without economic consequence. The list contained in the provision is only a model and may be modified.

> The equitable adjustment to the Architect's compensation as required by this Agreement shall include but not be limited to all reasonable costs incurred by the Architect on account of suspension or abandonment of the Project, for preparation of documents for storage, maintaining space and equipment pending resumption, orderly demobilization of staff, maintaining employees on a less-than-full-time basis, terminating employment of personnel because of suspension, rehiring former employees or new employees because of resumption, reacquainting employees with the Project upon resumption and making revisions to comply with Project requirements at the time of resumption.

AMENDMENT 14: HAZARDOUS MATERIALS

When and if the Owner and the Architect agree that the Architect will assist the Owner in dealing with a hazardous materials problem, this model provision may be appropriate. Because of the threat of indeterminate claims, insurance of any kind for claims related to hazardous materials is nearly impossible to obtain in today's marketplace. As a substitute, the Owner becomes a personal insurer for the Architect through the indemnification provision of this model paragraph. Such a provision may be worthwhile if the Owner has sufficient assets, but may be illusory if the Owner is later found to be insolvent. The Owner's financial capacity to handle any loss under this provision is crucial to its implementation.

Some states have enacted so-called anti-indemnification statutes, specifically targeted at construction contracts. Many of these states forbid transfer of the Architect's liability based upon the Architect's sole negligence or willful misconduct. Thus an exception relating to the Architect's sole negligence or willful misconduct has been included in the model provision.

> If the Architect is required to perform services related to hazardous materials, the Owner agrees to indemnify and hold harmless the Architect, the Architect's consultants and their agents and employees from and against any and all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of services by the Architect, the Architect's consultants or their agents or employees related to such services, except where such liability arises from the sole negligence or willful misconduct of the person or entity seeking indemnification.

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AMENDMENT 15: REIMBURSEMENT FOR COST OF PROFESSIONAL LIABILITY INSURANCE

NOTES

Premium payments for professional liability insurance are indirectly related to the project size and type. If the Owner requests that the Architect carry insurance in excess of the Architect's usual limits, the Architect may wish to obtain payment directly from the Owner to handle this expense. The AIA has no suggested amount which might be placed in the blank space provided in the model provision. This amount might be estimated on a pro-rata basis depending upon the anniversary date of the insurance policy and the commencement date of the Owner-Architect agreement.

Either of these options, if chosen, should be incorporated into a list of Reimbursable Expenses contained in the Owner-Architect agreement.

OPTION A

Expense of the Architect's professional liability insurance in the amount of _____ Dollars ($_____).

Project insurance can have a number of benefits for both the Owner and Architect. The Owner benefits in that the policy is dedicated to that particular Project; claims on other projects cannot deplete the coverage available. Because the whole design team is covered, there is less reason to attempt to apportion liability among its members in the event of a loss. The Architect and the Architect's consultants may also have the billings for this Project removed from the ratable billings for their practice policies. The Architect should contact insurance counsel regarding the availability and approximate cost of separate Project coverage before the decision is made to obtain this type of insurance for the Project.

OPTION B

Expense of premiums for Project professional liability insurance, which the Architect shall secure from an insurer lawfully authorized to do business in the jurisdiction in which the Project is located and which shall apply to claims made with respect to this Project for negligent acts, errors or omissions of the Architect, the Architect's consultants, and agents and employees of any of them, subject to the standard terms and conditions of such policies.

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AMENDMENT 16: LIMITATION OF LIABILITY

NOTES

The enforcement of limitation of liability provisions is a rapidly developing area of the law. J. Acret notes in *Architects and Engineers*, § 9.29 (2nd Edition, 1977) that although courts historically enforce contractual provisions agreed to by the parties, "the more modern thinking is to limit [a party's] ability to gain advance consent to damaging conduct," especially if the provision is imposed on someone with unequal bargaining power. Care must be taken in the earliest stage of negotiation when this type of provision is to be employed. Negotiations must clearly and plainly indicate that this provision has been agreed to by all parties. Indicative of this type of even-handed bargaining is when the provision is specifically and separately signed by all parties to the agreement. It is also important that all language related to the exculpatory provision be capitalized so as to again call the parties' attention to it, clearly indicating that an effort has been made to note the special character of this provision.

Because of the legally sensitive nature of limitations of liability provisions, the parties are cautioned to consult with legal counsel as to the specific application of local laws to this provision.

Users are further cautioned that this provision only protects the Architect from claims by the Owner. Third parties are not necessarily bound by such a contract provision.

OPTION A

LIMITATION OF LIABILITY

COMPENSATION. NEITHER THE ARCHITECT, THE ARCHITECT'S CONSULTANTS, NOR THEIR AGENTS OR EMPLOYEES SHALL BE JOINTLY, SEVERALLY OR INDIVIDUALLY LIABLE TO THE OWNER IN EXCESS OF THE COMPENSATION TO BE PAID PURSUANT TO THIS AGREEMENT OR OF _____ DOLLARS ($_____), WHICHEVER IS GREATER, BY ANY REASON OF ANY ACT OR OMISSION, INCLUDING BREACH OF CONTRACT OR NEGLIGENCE NOT AMOUNTING TO A WILLFUL OR INTENTIONAL WRONG.

OR

OPTION B

Refer to the note for Option A above, as it applies to Option B as well.

If the Owner is not willing to agree to the limitation of liability set out in Option A, an alternative may be to limit the liability of the Architect and the Architect's consultants to the amount of available insurance. This will protect the Owner and the Architect without exposing the Architect and the Architect's consultants to liability in excess of their insurance coverages and deductibles.

LIMITATION OF LIABILITY

INSURANCE. NEITHER THE ARCHITECT, THE ARCHITECT'S CONSULTANTS, NOR THEIR AGENTS OR EMPLOYEES SHALL BE JOINTLY OR INDIVIDUALLY LIABLE TO THE OWNER IN AN AMOUNT IN EXCESS OF THE CURRENTLY MAINTAINED PROFESSIONAL LIABILITY INSURANCE COVERAGE CARRIED BY THE ARCHITECT.

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AMENDMENT 17: ASSIGNMENT OF THIS AGREEMENT

NOTES

Some Owners may wish to assign the Owner-Architect agreement to another party. This model provision deals mainly with financial arrangements. If other issues are of concern, such as ownership of drawings and timely payment of amounts due and outstanding to the Architect, they should be added to the provision with the assistance of legal counsel.

> In lieu of any provision in this Agreement against assignment, the Owner may propose an assignment of its rights and responsibilities under this Agreement to a third party when the following conditions have been met: Prior to any assignment, the Owner and the Owner's proposed assignee shall furnish to the Architect reasonable evidence that arrangements have been made by the proposed assignee to fulfill the Owner's obligations, including financial obligations, under this Agreement. If the Architect has no reasonable objection to the proposed assignment, the Owner may then assign the Agreement. Any expense incurred by the Architect as a result of the assignment shall be considered as an Additional Service and compensated in accordance with this Agreement.

AMENDMENT 18: OWNER-AUTHORIZED DEVIATIONS

In many AIA Owner-Architect agreements the Owner is required to communicate through the Architect when dealing with the Contractor. If the Owner authorizes the Contractor to deviate from the design, bidding or construction documents prepared by the Architect without informing the Architect, the consequences could adversely affect the Project. This model provision requires the Owner to indemnify the Architect and the Architect's consultants if a loss is caused by a deviation authorized by the Owner. Because many states have anti-indemnification statutes that apply to construction contracts, this model provision should be reviewed by legal counsel to determine its enforceability before it is used in a contract.

> If the Owner authorizes deviations, recorded or unrecorded, from the documents prepared by the Architect without written agreement of the Architect, the Owner shall indemnify and hold harmless the Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting in whole or in part from such deviations, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

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INSTRUCTION SHEET

FOR AIA DOCUMENT B727, STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND ARCHITECT FOR SPECIAL SERVICES—1988 EDITION

A. GENERAL INFORMATION

1. Purpose

AIA Document B727 is intended for use in situations where other B-Series documents are not appropriate. It is often used for planning or feasibility studies, post-occupancy studies and other services that require a specialized description. This document is intended for use only in connection with professional services, and is not intended to be used as a contract for construction activity by the Architect.

This document may be used with a variety of compensation methods, including percentage of Construction Cost, multiple of Direct Personnel Expense and stipulated sum.

2. Related Documents

B727 may be used by itself or, for instance, in conjunction with AIA Document B162, Scope of Designated Services. Other AIA Owner-Architect Agreements available for use in connection with customary services or in special circumstances include:

B141	Owner-Architect Agreement
B141/CM	Owner-Architect Agreement, Construction Management Edition
B151	Abbreviated Owner-Architect Agreement
B161	Owner-Architect Agreement for Designated Services
B161/CM	Owner-Architect Agreement for Designated Services, Construction Management Edition
B162	Scope of Designated Services
B171	Interior Design Services Agreement
B177	Abbreviated Interior Design Services Agreement
B181	Owner-Architect Agreement for Housing Services
B801	Owner-Construction Manager Agreement
B901	Design/Builder-Architect Agreement

3. Arbitration

This document incorporates ARBITRATION by adoption of the Construction Industry Arbitration Rules of the American Arbitration Association. Arbitration is BINDING AND MANDATORY in most states and under the federal Arbitration Act. In a minority of states, arbitration provisions relating to future disputes are not enforceable, but arbitration is enforceable if agreed to after the dispute arises. A few states require that the contracting parties be especially notified that the written contract contains an arbitration provision by: a warning on the face of the document, specific placement of the arbitration provision within the document or specific discussions among the parties prior to signing the document.

Arbitration provisions have been included in most AIA contract forms since 1888 in order to encourage alternative dispute resolution procedures and to provide users of AIA documents with legally enforceable arbitration provisions when the parties choose to adopt arbitration into their contract. Individuals may, however, choose to delete the arbitration provisions based upon their business decisions with the advice of counsel. To obtain a copy of the Construction Industry Arbitration Rules, write to the American Arbitration Association, 140 West 51st St., New York, NY 10020.

4. Use of Non-AIA Forms

If a combination of AIA documents and non-AIA documents is to be used, particular care must be taken to achieve consistency of language and intent. Certain owners require the use of owner-architect agreements and other contract forms which they prepare. Such forms should be carefully compared to the standard AIA forms for which they are being substituted before execution of an agreement. If there are any significant omissions, additions or variances from the terms of the related standard AIA forms, both legal and insurance counsel should be consulted.

5. Letter Forms of Agreement

Letter forms of agreement are generally discouraged by the AIA, as is the performance of a part or the whole of professional services based on oral agreements or understandings. The standard AIA agreement forms have been developed through more than seventy-five years of experience and have been tested repeatedly in the courts. In addition, the standard forms have been carefully coordinated with other AIA documents.

6. Use of Current Documents

Prior to using any AIA document, the user should consult the AIA, an AIA component chapter or a current AIA Documents Price List to determine the current edition of each document.

7. Limited License for Reproduction

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A limited license is hereby granted to retail purchasers to reproduce a maximum of ten copies of a completed or executed B727, but only for use in connection with a particular Project. Further reproductions are prohibited without the express written permission of the AIA.

B. CHANGES FROM THE PREVIOUS EDITION

1. Format Changes

All provisions dealing with payments to the Architect, including Direct Personnel Expense and Reimbursable Expenses, have been consolidated and moved to the end of the document.

2. Changes in Content

The 1988 edition of B727 has been revised to reflect changes made in the 1987 edition of AIA Document B151, Abbreviated Form of Agreement Between Owner and Architect. The following changes in content have been made in B727 on the recommendation of AIA members and committees.

Article 2: Owner's Responsibilities
If the Owner requires the Architect to provide certificates or certifications, the Owner must allow the Architect 14 days to review them.

Article 3: Use of Architect's Documents
This article is new, and allows the Architect the same rights in the documents prepared for the Project as are provided under the B141 and B151 documents.

Article 5: Termination
New provisions allow the Architect to terminate the Agreement if the Owner fails to make payments to the Architect.

Article 6: Miscellaneous Provisions
Provisions have been added noting that the Architect has no responsibility for the discovery, removal or disposal of toxic or hazardous substances encountered on the site. Other provisions bar third-party claims.

Article 7: Payments to the Architect
The definition of Direct Salary Expense has been deleted, and computer-aided drafting has been added to the list of Reimbursable Expenses.

Article 8: Basis of Compensation
A new provision has been added to indicate when payments are due and payable.

C. COMPLETING THE B727 FORM

1. Modifications

Users are encouraged to consult an attorney before completing an AIA document. Particularly with respect to professional licensing laws, duties imposed by building codes, interest charges, arbitration and indemnification, this document may require modification with the assistance of legal counsel to fully comply with state or local laws regulating these matters.

Generally, necessary modifications may be accomplished by writing or typing the appropriate terms in the blank spaces provided on the form, or by supplementary conditions, special conditions or amendments referenced in this document. The form may also be modified by striking out language directly on the original pre-printed form. Care must be taken in making these kinds of deletions, however. Under NO circumstances should pre-printed language be struck out in such a way as to render it illegible (as, for example, with blocking tape, correction fluid or X's that completely obscure the text). This may raise suspicions of fraudulent concealment, or suggest that the completed and signed document has been tampered with. Handwritten changes should be initialed by both parties to the contract.

It is definitely not recommended practice to retype the standard document. Besides being outside the limited license for reproduction granted under these Instructions, retyping can introduce typographical errors and cloud the legal interpretation given to a standard clause when blended with modifications.

Retyping eliminates one of the principal advantages of the standard form documents. By merely reviewing the modifications to be made to a standard form document, parties familiar with that document can quickly understand the essence of the proposed relationship. Commercial exchanges are greatly simplified and expedited, good-faith dealing is encouraged, and otherwise latent clauses are exposed for scrutiny. In this way, contracting parties can more fairly measure their risks.

2. Cover Page

Date: The date represents the date the Agreement becomes effective. It may be the date that an oral agreement was reached, the date the Agreement was originally submitted to the Owner, the date authorizing action was taken or the date of actual execution. Professional services should not be performed prior to the effective date of the Agreement.

Identification of Parties: Parties to this Agreement should be identified using the full legal name under which the Agreement is to be executed, including a designation of the legal status of both parties (sole proprietorship, partnership, joint venture, unincorporated association, limited partnership or corporation [general, closed or professional], etc.). Where appropriate, a copy of the resolution authorizing the individual to act on behalf of the firm or entity should be attached.

Project Description: The proposed Project should be described in sufficient detail to identify (1) the official name or title of the facility, (2) the location of the site, if known, (3) the proposed building type and usage, and (4) the size, capacity or scope of the Project, if known. If no specific project is planned, insert a statement describing the general scope of the enterprise.

3. Article 8—Basis of Compensation

Paragraph 8.1

Insert the dollar amount of the initial payment.

Paragraph 8.2

Sample language is provided below for describing four methods of computing compensation.

1. Compensation—Stipulated Sum: "Compensation shall be a stipulated sum of ($)."

2. Compensation—Percentage of Construction Cost: "Compensation shall be based on one of the following Percentages of Construction Cost, as defined in the edition of AIA Document B141, Standard Form of Agreement Between Owner and Architect, current as of the date of this Agreement:

A single stipulated-sum construction contract:	percent (%)
Separate stipulated-sum construction contracts:	percent (%)
A single cost-plus construction contract:	percent (%)
Separate cost-plus construction contracts:	percent (%)"

3. Compensation—Professional Fee Plus Expenses: "Compensation shall be a Fixed Fee of ($) plus compensation for services rendered by Principals, employees and Professional Consultants based on a multiple of ( ) times Direct Personnel Expense as defined in Subparagraph 7.1.1 and in accordance with the personnel classifications listed below:" (Insert a list of personnel and billing rates in accordance with the AIA publication *Compensation Guidelines for Architectural/Engineering Services* as shown in the example below.)

4. Compensation—Multiple of Direct Personnel Expense: "Compensation for services rendered by Principals, employees and Professional Consultants shall be based on a multiple of ( ) times Direct Personnel Expense as defined in Subparagraph 7.1.1 and in accordance with the classifications listed below:" (Insert a list of personnel and billing rates in accordance with the AIA publication *Compensation Guidelines for Architectural/Engineering Services* as shown in the example below.)

EXAMPLE OF PERSONNEL CLASSIFICATION: If billing rates are used and Principals, employees and professional consultants are classified in accordance with the AIA publication *Compensation Guidelines for Architectural/Engineering Services,* the following example may serve as a guide for text to be drafted and inserted in Paragraph 8.2.

(a) Principals' time at the fixed rate of Dollars ($) per hour.
For the purposes of this Agreement, the Principals are: (list Principals)

(b) Supervisory time at the fixed rate of Dollars ($) per hour.
For the purposes of this Agreement, supervisory personnel include: (Describe supervisory personnel by job title, such as Project Architect.)

(c) Technical Level I time at the fixed rate of Dollars ($) per hour.
For the purposes of this Agreement, Technical Level I personnel include: (Describe by job title, such as Senior Designer, Specifier, etc.)

(d) Technical Level II time at the fixed rate of Dollars ($) per hour.
For the purposes of this Agreement, Technical Level II personnel include: (Describe by job title, such as Junior Designer, Senior Draftsman, etc.)

(e) Technical Level III time at the fixed rate of Dollars ($) per hour.
For the purposes of this Agreement, Technical Level III personnel include: (Describe by job title, such as Junior Draftsman, Secretary, etc.)

(f) Professional Consultants: (Identify each Professional Consultant by discipline and indicate billing rate.)

Paragraph 8.3

Insert the multiple to be used to determine the amount due the Architect, Architect's employees or consultants for Reimbursable Expenses as described in Article 9.

Paragraph 8.4

Insert the percentage rate and basis of interest charges.

Article 9—Other Conditions or Services

Insert provisions, if any, on special compensation arrangements, consultants, the choice of project delivery method or any other conditions.

D. EXECUTION OF THE AGREEMENT

Each person executing the Agreement should indicate the capacity in which they are acting (i.e., president, secretary, partner, etc.) and the authority under which they are executing the Agreement. Where appropriate, a copy of the resolution authorizing the individual to act on behalf of the firm or entity should be attached.



AIA Document B727

Standard Form of Agreement Between Owner and Architect

for Special Services

1988 EDITION

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.

AGREEMENT

made as of the day of in the year of
Nineteen Hundred and

BETWEEN the Owner:
(Name and address)

and the Architect:
(Name and address)

For the following Project:
(Include detailed description of Project, location, address and scope.)

The Owner and the Architect agree as set forth below.

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ARTICLE 1
ARCHITECT'S SERVICES

(List those services to be provided by the Architect under the Terms and Conditions of this Agreement. Note under each service listed the method and means of compensation to be used, if applicable, as provided in Article 8.)

SAMPLE

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ARTICLE 2
OWNER'S RESPONSIBILITIES

2.1 The Owner shall provide full information regarding requirements for the Project. The Owner shall furnish required information as expeditiously as necessary for the orderly progress of the Work, and the Architect shall be entitled to rely on the accuracy and completeness thereof.

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

ARTICLE 3
USE OF ARCHITECT'S DOCUMENTS

3.1 The documents prepared by the Architect for this Project are instruments of the Architect's service for use solely with respect to this Project and, unless otherwise provided, the Architect shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall be permitted to retain copies, including reproducible copies, of the Architect's documents for the Owner's information, reference and use in connection with the Project. The Architect's documents shall not be used by the Owner or others on other projects, for additions to this Project or for completion of this Project by others, unless the Architect is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.

ARTICLE 4
ARBITRATION

4.1 Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise.

4.2 A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitations.

4.3 No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the Owner, Architect and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

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

ARTICLE 5
TERMINATION OR SUSPENSION

5.1 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

5.2 If the Owner fails to make payment when due the Architect for services and expenses, the Architect may, upon seven days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Architect within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.

5.3 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Paragraph 5.4.

5.4 Termination Expenses shall be computed as a percentage of the compensation earned to the time of termination, as follows:

.1 For services provided on the basis of a multiple of Direct Personnel Expense, 20 percent of the total Direct Personnel Expense incurred to the time of termination; and

.2 For services provided on the basis of a stipulated sum, 10 percent of the stipulated sum earned to the time of termination.

ARTICLE 6
MISCELLANEOUS PROVISIONS

6.1 Unless otherwise provided, this Agreement shall be governed by the law of the principal place of business of the Architect.

6.2 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date payment is due the Architect pursuant to Paragraph 8.4.

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

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

6.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

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

ARTICLE 7

PAYMENTS TO THE ARCHITECT

7.1 DIRECT PERSONNEL EXPENSE

7.1.1 Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions, and similar contributions and benefits.

7.2 REIMBURSABLE EXPENSES

7.2.1 Reimbursable Expenses are in addition to the Architect's compensation and include expenses incurred by the Architect and Architect's employees and consultants in the interest of the Project for:

- **.1** expense of transportation and living expenses in connection with out-of-town travel authorized by the Owner;
- **.2** long-distance communications;
- **.3** fees paid for securing approval of authorities having jurisdiction over the Project;
- **.4** reproductions;
- **.5** postage and handling of documents;
- **.6** expense of overtime work requiring higher than regular rates, if authorized by the Owner;
- **.7** renderings and models requested by the Owner;
- **.8** expense of additional coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants; and
- **.9** Expense of computer-aided design and drafting equipment time when used in connection with the Project.

7.3 PAYMENTS ON ACCOUNT OF THE ARCHITECT'S SERVICES

7.3.1 Payments on account of the Architect's services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or as otherwise provided in this Agreement.

7.3.2 An initial payment as set forth in Paragraph 8.1 is the minimum payment under this Agreement.

7.4 ARCHITECT'S ACCOUNTING RECORDS

7.4.1 Records of Reimbursable Expenses and expenses pertaining to services performed on the basis of a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

ARTICLE 8

BASIS OF COMPENSATION

The Owner shall compensate the Architect as follows:

8.1 AN INITIAL PAYMENT OF Dollars ($) shall be made upon execution of this Agreement and credited to the Owner's account at final payment.

8.2 COMPENSATION FOR THE ARCHITECT'S SERVICES, as described in Article 1, Architect's Services, shall be computed as follows:

(Insert basis of compensation, including stipulated sums, multiples or percentages, and identify the services to which particular methods of compensation apply, if necessary.)

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8.3 FOR REIMBURSABLE EXPENSES, as described in Article 7, and any other items included in Article 9 as Reimbursable Expenses, a multiple of ( ) times the expenses incurred by the Architect, the Architect's employees and consultants in the interest of the Project.

8.4 Payments are due and payable ( ) days from the date of the Architect's invoice. Amounts unpaid ( ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof, at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of interest agreed upon.)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding other requirements such as written disclosures or waivers.)

8.5 IF THE SCOPE of the Project or of the Architect's services is changed materially, the amounts of compensation shall be equitably adjusted.

ARTICLE 9
OTHER CONDITIONS

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

OWNER	ARCHITECT
(Signature)	*(Signature)*
(Printed name and title)	*(Printed name and title)*

CAUTION: You should sign an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.

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INSTRUCTION SHEET

FOR AIA DOCUMENT B801/CMa, STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER—1992 EDITION

A. GENERAL INFORMATION

1. Purpose

This document is intended as the basis for the agreement between the Owner and the Construction Manager for Pre-Construction Phase and Construction Phase Services, where the Construction Manager is not also acting as a constructor. If the Construction Manager is to perform construction work or if a Guaranteed Maximum Price is to be established, a different agreement form should be used, such as AIA Document A121/CMc, Standard Form of Agreement Between Owner and Construction Manager where the Construction Manager is also the Constructor.

2. Related Documents

This document is intended to be used in conjunction with the following AIA Documents:

A101/CMa	Owner-Contractor Agreement, Stipulated Sum, Construction Manager-Adviser Ed.
A201/CMa	General Conditions of the Contract for Construction, Construction Manager-Adviser Ed.
B141/CMa	Owner-Architect Agreement, Construction Manager-Adviser Ed.

3. Arbitration

This document incorporates ARBITRATION by adoption of the Construction Industry Arbitration Rules of the American Arbitration Association. Arbitration is BINDING AND MANDATORY in most states and under the federal Arbitration Act. In a minority of states, arbitration provisions related to future disputes are not enforceable, but arbitration is enforceable if agreed to after the dispute arises. A few states require that the contracting parties be especially notified when the written contract contains an arbitration provision by: a warning on the face of the document, specific placement of the arbitration provision within the document or specific discussions among the parties prior to signing the document.

Arbitration provisions have been included in most AIA contract forms since 1888 in order to encourage alternative dispute resolution procedures and to provide users of AIA documents with legally enforceable arbitration provisions when the parties choose to adopt arbitration into their contract. Individuals may, however, choose to delete the arbitration provisions based upon their business decisions with the advice of counsel. To obtain a copy of the Construction Industry Arbitration Rules, write to the American Arbitration Association, 140 West 51st Street, New York, NY 10020-1203.

4. Use of Non-AIA Forms

If a combination of AIA documents and non-AIA documents is to be used, particular care must be taken to achieve consistency of language and intent. Certain owners require the use of owner-contractor agreements and other contract forms which they prepare. Such forms should be carefully compared to the standard AIA forms for which they are being substituted before execution of an agreement. If there are any significant omissions, additions or variances from the terms of the related standard AIA forms, both legal and insurance counsel should be consulted. Of particular concern is the need for consistency between the Owner-Construction Manager Agreement and the anticipated General Conditions of the Contract for Construction in the delineation of the Construction Manager's Construction Phase services and responsibilities.

5. Letter Forms of Agreement

Letter forms of agreement are generally discouraged by the AIA, as is the performance of a part or the whole of professional services based on oral agreements or understandings. The standard AIA Agreement forms have been developed through more than seventy-five years of experience and have been tested repeatedly in the courts. In addition, the standard forms have been carefully coordinated with other AIA documents including the various Owner-Architect Agreement forms, the Owner-Contractor Agreements and the General Conditions of the Contract for Construction. The necessity for specific and complete correlation between these documents and any Owner-Construction Manager Agreement used is of paramount importance.

6. Use of Current Documents

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B. CHANGES FROM THE PREVIOUS EDITION

1. Format Changes

Former Article 1, Construction Manager's Services and Responsibilities, has been subdivided into three new articles. All provisions dealing with payments to the Construction Manager, including Direct Personnel Expense and Reimbursable Expenses, have been consolidated and moved to the end of the document.

2. Changes in Content

The revisions incorporated in the 1992 edition of B801/CMa generally parallel revisions made in the 1987 editions of AIA Documents A201 and B141.

Article 2: Scope of Construction Manager's Basic Services

Subparagraph 2.2.9
The Construction Manager's responsibility to make recommendations to the Owner about allocation of safety responsibilities among the Contractors has been set apart from the preceding paragraph.

Subparagraph 2.2.13
The Construction Manager now assists the Owner in coordinating, as well as in selecting and retaining, the services of surveyors, special consultants and testing laboratories.

Clause 2.3.11.1
The Construction Manager (as well as the Architect, under B141/CMa) certifies the amounts due each Contractor.

Subparagraph 2.3.17
The Construction Change Directive has been added as a means of making changes in the Work. AIA Document G714/CMa, Construction Change Directive, Construction Manager-Adviser Edition, is available for this purpose.

Subparagraph 2.3.26
The Construction Manager signs the Certificate of Substantial Completion (as does the Architect, under B141/CMa). This process is described in more detail in A201/CMa, General Conditions of the Contract for Construction, Construction Manager-Adviser Edition.

Article 3: Additional Services
Two new categories of Additional Services have been consolidated under this new article. Contingent Additional Services are commenced upon notification of the Owner by the Construction Manager of the need for such services. Optional Additional Services require the Owner's written approval before or after their commencement to authorize payment for those Additional Services.

Article 4: Owner's Responsibilities
A new Paragraph 4.3 has been added requiring the Owner to furnish evidence that financial arrangements have been made to pay the Construction Manager. The Owner is now required to furnish tests for hazardous materials at the Owner's expense under Paragraph 4.6.

Article 5: Construction Cost
This article has been divided into two separate paragraphs, the first defining Construction Cost and the second establishing responsibility for it. The definition of Construction Cost has been clarified to explain what it includes if the Construction Manager is being compensated on a percentage fee basis.

Article 6: Construction Support Activities
A new paragraph has been added requiring that trade discounts, rebates, refunds, etc. accrue to the Owner.

Article 7: Ownership and Use of Architect's Drawings, Specifications and Other Documents
This new article explains that the drawings and other documents created by the Architect for the Project are provided to the Construction Manager and Contractors solely for use on this Project.

Article 9: Termination, Suspension or Abandonment
New provisions allow the Construction Manager to terminate the Agreement if the Owner abandons the Project for more than 90 consecutive days or fails to make payments to the Construction Manager.

Article 10: Miscellaneous Provisions
Provisions regarding successors and assigns, and the extent of the Agreement have been added to the list of miscellaneous provisions in this article.

Article 11: Insurance
Requirements for the Construction Manager's liability insurance have been described in greater detail.

Article 12: Payments to the Construction Manager
Separate paragraphs have been provided for Direct Personnel and Reimbursable Expenses.

Article 13: Basis of Compensation

A new provision has been added to indicate when payments are due and payable.

C. COMPLETING THE B801/CMA FORM

1. Modifications

Users are encouraged to consult an attorney before completing an AIA document. Particularly with respect to contractor's licensing laws, duties imposed by building codes, interest charges, arbitration and indemnification, this document may require modification with the assistance of legal counsel to fully comply with state or local laws regulating these matters.

Generally, necessary modifications may be accomplished by writing or typing the appropriate terms in the blank spaces provided on the form, or by supplementary conditions, special conditions or amendments referenced in this document. The form may also be modified by striking out language directly on the pre-printed form. Care must be taken in making these kinds of deletions, however. Under NO circumstances should pre-printed language be struck out in such a way as to render it illegible (as, for example, with blocking tape, correction fluid or X's that completely obscure the text). This may raise suspicions of fraudulent concealment, or suggest that the completed and signed document has been tampered with. Handwritten changes should be initialed by both parties to the contract.

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Retyping eliminates one of the principal advantages of the standard form documents. By merely reviewing the modifications to be made to a standard form document, parties familiar with that document can quickly understand the essence of the proposed relationship. Commercial exchanges are greatly simplified and expedited, good-faith dealing is encouraged, and otherwise latent clauses are exposed for scrutiny. In this way, contracting parties can more fairly measure their risks.

2. Cover Page

—Date: The date represents the date the Agreement becomes effective. It may be the date that an oral agreement was reached, the date the Agreement was originally submitted to the Owner, the date authorizing action was taken or the date of actual execution. Professional services should not be performed prior to the effective date of the Agreement.

—Identification of Parties: Parties to this Agreement should be identified using the full address and legal name under which the Agreement is to executed, including a designation of the legal status of both parties (sole proprietorship, partnership, joint venture, unincorporated association, limited partnership or corporation [general, close or professional], etc.). Where appropriate, a copy of the resolution authorizing the individual to act on behalf of the firm or entity should be attached.

—Project Description: The proposed Project should be described in sufficient detail to identify: (1) the official name or title of the facility, (2) the location of the site, if known, (3) the proposed building type and usage, and (4) the size, capacity or scope of the Project, if known.

Identification of the Architect: The Architect should be identified by the Architect's full legal and corporate titles, and if any individuals required to serve the Project are identified in the Owner-Architect Agreement, this information should be included. (Identification of the Architect becomes even more significant if construction management services and architectural services are being provided by the same firm. Identification here helps eliminate possibilities of the Owner's not being informed of the dual role being played.)

3. Paragraph 1.1—Preconstruction Phase

The Owner and Construction Manager should review Pre-Construction Phase services, especially as to timing the Construction Manager's entry into the Project. If the Owner-Construction Manager Agreement is effective as of a date when the design has been partially completed, the Owner and the Construction Manager should agree on the extent of design evaluation required of the Construction Manager. Consider whether or not this would include the possible recommendation of changes in designs already completed. Any provisions which would require specific approval by the Owner as a condition of having the Construction Manager continue from the Pre-Construction into the Construction Phase should be stated in Article 14.

4. Article 13—Basis of Compensation

Paragraph 13.1:
Insert the dollar amount of the initial payment.

Paragraph 13.2:
Spaces have been provided to insert language covering one form of Basic Compensation for Pre-Construction Phase Services and a separate form of Basic Compensation for Construction Phase Services, as agreed to by the parties. Sample language is provided below for describing four methods of computing compensation.

Compensation—Multiple of Direct Personnel Expense: "Compensation for services rendered by Principals, employees and professional consultants shall be based on a Multiple of Direct Personnel Expense in the same manner as described in Paragraph 13.3.1."

Compensation—Professional Fee Plus Expenses: "Compensation shall be a Fixed Fee of Dollars ($) plus compensation for services rendered by Principals, employees and professional consultants, in the same manner as described in Paragraph 13.3.1."

Compensation—Stipulated Sum: "Compensation shall be a Stipulated Sum of Dollars ($)."

Compensation—Percentage of Construction Cost: "Compensation shall be based on percent (%) of the Construction Cost, as defined in Article 5."

If compensation for the Preconstruction Phase is to be separate from, or on a different basis than, the Construction Phase, both must be clearly described. If compensation for the Preconstruction Phase and the Construction Phase are to be covered by a single form of compensation, and that form is either based on a Stipulated Sum or a Percentage of Construction Cost, the following subparagraph should be completed and inserted:

"13.2.2 Payments for Basic Services shall be made as provided in Subparagraph 12.3.2 so that Basic Compensation for each Phase shall equal the following percentages of the total Basic Compensation payable:

Pre-Construction Phase	percent (%)
Construction Phase	percent (%)"

Paragraph 13.3:
Insert provisions for compensation for Additional Services. For example, if hourly rates are used, the provision might read:

"Principals' time at the fixed rate of $ Dollars ($) per hour. For the purposes of this Agreement, the Principals are: (list Principals)

Supervisory time at the fixed rate of Dollars ($) per hour. For the purposes of this Agreement, supervisory personnel include: (Describe supervisory personnel by job title, such as Project Architect.)

Technical Level I time at the fixed rate of Dollars ($) per hour. For the purposes of this Agreement, Technical Level I personnel include: (Describe by job title, such as Senior Designer, Specifier, etc.)

Technical Level II time at the fixed rate of Dollars ($) per hour. For the purposes of this Agreement, Technical Level II personnel include: (Describe by job title, such as Junior Designer, Senior Draftsman, etc.)

Technical Level III time at the fixed rate of Dollars ($) per hour. For the purposes of this Agreement, Technical Level III personnel include: (Describe by job title, such as Junior Draftsman, Secretary, etc.)

These billing rates shall be adjusted annually (semi-annually) in accordance with the Construction Manager's adjustments in compensation for Principals and employees." *(Add agreed upon limitations.)*

If a multiple of Direct Personnel Expense is used, insert: "Principals', employees' and professional consultants' time at a multiple of ( ) times their Direct Personnel Expense as defined in Paragraph 12.1."

If a multiple of direct salaries is used, the term Direct Salary Expense should be substituted for Direct Personnel Expense above. Direct Salary Expense shall mean: Direct salaries of all the Architect's personnel engaged on the Project, but excluding the cost of contributions and benefits related thereto, whether mandatory or customary.

Subparagraph 13.4.1:
Insert the multiple to be used to determine the amount due the Construction Manager, Construction Manager's employees or consultants for Reimbursable Expenses as described in Paragraph 12.2 or Article 14.

Subparagraph 13.5.1:
Insert the number of months beyond which the Construction Manager shall be compensated for services on the same basis as for Additional Services.

Paragraph 13.5.2:
Insert the percentage rate and basis (monthly, annual) of interest charges.

11. Article 16—Other Conditions or Services

Insert provisions, if any, on additional phases of services, Additional Services, special compensation arrangements, other consultants, the choice of project delivery method or any other conditions.

D. EXECUTION OF THE AGREEMENT

Persons executing the Agreement should indicate the capacity in which they are acting (i.e., president, secretary, partner, etc.) and the authority under which they are executing the Agreement. Where appropriate, a copy of the resolution authorizing the individual to act on behalf of the firm or entity should be attached.

AIA DOCUMENT B801/CMa • INSTRUCTION SHEET FOR OWNER-CONSTRUCTION MANAGER AGREEMENT • 1992 EDITION • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006-5292

AIA Document B801/CMa

Standard Form of Agreement Between Owner and Construction Manager

where the Construction Manager is NOT a Constructor

1992 EDITION

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.

This document is intended to be used in conjunction with the 1992 editions of AIA Documents B141/CMa, A101/CMa and A201/CMa.

AGREEMENT

made as of the day of in the year of

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

BETWEEN the Owner:
(Name and address)

and the Construction Manager:
(Name and address)

for the following Project:
(Include detailed description of Project, location, address and scope.)

The Architect is:
(Name and address)

The Owner and Construction Manager agree as set forth below.

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ARTICLE 1

CONSTRUCTION MANAGER'S RESPONSIBILITIES

1.1 CONSTRUCTION MANAGER'S SERVICES

1.1.1 The Construction Manager's services consist of those services performed by the Construction Manager, Construction Manager's employees and Construction Manager's consultants as enumerated in Articles 2 and 3 of this Agreement and any other services included in Article 14.

1.1.2 The Construction Manager's services shall be provided in conjunction with the services of an Architect as described in the edition of AIA Document B141/CMa, Standard Form of Agreement Between Owner and Architect, Construction Manager-Adviser Edition, current as of the date of this Agreement.

1.1.3 The Construction Manager shall provide sufficient organization, personnel and management to carry out the requirements of this Agreement in an expeditious and economical manner consistent with the interests of the Owner.

1.1.4 The services covered by this Agreement are subject to the time limitations contained in Subparagraph 13.5.1.

ARTICLE 2

SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES

2.1 DEFINITION

2.1.1 The Construction Manager's Basic Services consist of those described in Paragraphs 2.2 and 2.3 and any other services identified in Article 14 as part of Basic Services.

2.2 PRE-CONSTRUCTION PHASE

2.2.1 The Construction Manager shall review the program furnished by the Owner to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner.

2.2.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

2.2.3 Based on early schematic designs and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of Construction Cost for program requirements using area, volume or similar conceptual estimating techniques. The Construction Manager shall provide cost evaluations of alternative materials and systems.

2.2.4 The Construction Manager shall expeditiously review design documents during their development and advise on proposed site use and improvements, selection of materials, building systems and equipment, and methods of Project delivery. The Construction Manager shall provide recommendations on relative feasibility of construction methods, availability of materials and labor, time requirements for procurement, installation and construction, and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, and possible economies.

2.2.5 The Construction Manager shall prepare and periodically update a Project Schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the preliminary project schedule relating to the performance of the Architect's services. In the Project Schedule, the Construction Manager shall coordinate and integrate the Construction Manager's services, the Architect's services and the Owner's responsibilities with anticipated construction schedules, highlighting critical and long-lead-time items.

2.2.6 As the Architect progresses with the preparation of the Schematic, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of Construction Cost of increasing detail and refinement. The estimated cost of each Contract shall be indicated with supporting detail. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall advise the Owner and Architect if it appears that the Construction Cost may exceed the latest approved Project budget and make recommendations for corrective action.

2.2.7 The Construction Manager shall consult with the Owner and Architect regarding the Construction Documents and make recommendations whenever design details adversely affect constructibility, cost or schedules.

2.2.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding the assignment of responsibilities for temporary Project facilities and equipment, materials and services for common use of the Contractors. The Construction Manager shall verify that such requirements and assignment of responsibilities are included in the proposed Contract Documents.

2.2.9 The Construction Manager shall provide recommendations and information to the Owner regarding the allocation of responsibilities for safety programs among the Contractors.

2.2.10 The Construction Manager shall advise on the division of the Project into individual Contracts for various categories of Work, including the method to be used for selecting Contractors and awarding Contracts. If multiple Contracts are to be awarded, the Construction Manager shall review the Construction Documents and make recommendations as required to provide that (1) the Work of the Contractors is coordinated, (2) all requirements for the Project have been assigned to the appropriate Contract, (3) the likelihood of jurisdictional disputes has been minimized, and (4) proper coordination has been provided for phased construction.

2.2.11 The Construction Manager shall prepare a Project construction schedule providing for the components of the Work, including phasing of construction, times of commencement

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and completion required of each Contractor, ordering and delivery of products requiring long lead time, and the occupancy requirements of the Owner. The Construction Manager shall provide the current Project construction schedule for each set of bidding documents.

2.2.12 The Construction Manager shall expedite and coordinate the ordering and delivery of materials requiring long lead time.

2.2.13 The Construction Manager shall assist the Owner in selecting, retaining and coordinating the professional services of surveyors, special consultants and testing laboratories required for the Project.

2.2.14 The Construction Manager shall provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. The Construction Manager shall make recommendations for actions designed to minimize adverse effects of labor shortages.

2.2.15 The Construction Manager shall assist the Owner in obtaining information regarding applicable requirements for equal employment opportunity programs for inclusion in the Contract Documents.

2.2.16 Following the Owner's approval of the Construction Documents, the Construction Manager shall update and submit the latest estimate of Construction Cost and the Project construction schedule for the Architect's review and the Owner's approval.

2.2.17 The Construction Manager shall submit the list of prospective bidders for the Architect's review and the Owner's approval.

2.2.18 The Construction Manager shall develop bidders' interest in the Project and establish bidding schedules. The Construction Manager, with the assistance of the Architect, shall issue bidding documents to bidders and conduct prebid conferences with prospective bidders. The Construction Manager shall assist the Architect with regard to questions from bidders and with the issuance of addenda.

2.2.19 The Construction Manager shall receive bids, prepare bid analyses and make recommendations to the Owner for the Owner's award of Contracts or rejection of bids.

2.2.20 The Construction Manager shall assist the Owner in preparing Construction Contracts and advise the Owner on the acceptability of Subcontractors and material suppliers proposed by Contractors.

2.2.21 The Construction Manager shall assist the Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the various Contractors. The Construction Manager shall verify that the Owner has paid applicable fees and assessments. The Construction Manager shall assist the Owner and Architect in connection with the Owner's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.

2.3 CONSTRUCTION PHASE—ADMINISTRATION OF THE CONSTRUCTION CONTRACT

2.3.1 The Construction Phase will commence with the award of the initial Construction Contract or purchase order and, together with the Construction Manager's obligation to provide Basic Services under this Agreement, will end 30 days after final payment to all Contractors is due.

2.3.2 The Construction Manager shall provide administration of the Contracts for Construction in cooperation with the Architect as set forth below and in the edition of AIA Document A201/CMa, General Conditions of the Contract for Construction, Construction Manager-Adviser Edition, current as of the date of this Agreement.

2.3.3 The Construction Manager shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Contractors with each other and with those of the Construction Manager, the Owner and the Architect to endeavor to manage the Project in accordance with the latest approved estimate of Construction Cost, the Project Schedule and the Contract Documents.

2.3.4 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress and scheduling. The Construction Manager shall prepare and promptly distribute minutes to the Owner, Architect and Contractors.

2.3.5 Utilizing the Construction Schedules provided by the Contractors, the Construction Manager shall update the Project construction schedule incorporating the activities of the Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery of products requiring long lead time and procurement. The Project construction schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update and reissue the Project construction schedule as required to show current conditions. If an update indicates that the previously approved Project construction schedule may not be met, the Construction Manager shall recommend corrective action to the Owner and Architect.

2.3.6 Consistent with the various bidding documents, and utilizing information from the Contractors, the Construction Manager shall coordinate the sequence of construction and assignment of space in areas where the Contractors are performing Work.

2.3.7 The Construction Manager shall endeavor to obtain satisfactory performance from each of the Contractors. The Construction Manager shall recommend courses of action to the Owner when requirements of a Contract are not being fulfilled.

2.3.8 The Construction Manager shall monitor the approved estimate of Construction Cost. The Construction Manager shall show actual costs for activities in progress and estimates for uncompleted tasks by way of comparison with such approved estimate.

2.3.9 The Construction Manager shall develop cash flow reports and forecasts for the Project and advise the Owner and Architect as to variances between actual and budgeted or estimated costs.

2.3.10 The Construction Manager shall maintain accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, and other Work requiring accounting records.

2.3.11 The Construction Manager shall develop and implement procedures for the review and processing of applications by Contractors for progress and final payments.

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2.3.11.1 Based on the Construction Manager's observations and evaluations of each Contractor's Application for Payment, the Construction Manager shall review and certify the amounts due the respective Contractors.

2.3.11.2 The Construction Manager shall prepare a Project Application for Payment based on the Contractors' Certificates for Payment.

2.3.11.3 The Construction Manager's certification for payment shall constitute a representation to the Owner, based on the Construction Manager's determinations at the site as provided in Subparagraph 2.3.13 and on the data comprising the Contractors' Applications for Payment, that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Construction Manager. The issuance of a Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified.

2.3.11.4 The issuance of a Certificate for Payment shall not be a representation that the Construction Manager 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 for the Contractor's own Work, 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.

2.3.12 The Construction Manager shall review the safety programs developed by each of the Contractors for purposes of coordinating the safety programs with those of the other Contractors. The Construction Manager's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

2.3.13 The Construction Manager shall determine in general that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents, endeavoring to guard the Owner against defects and deficiencies in the Work. As appropriate, the Construction Manager shall have authority, upon written authorization from the Owner, to require additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. The Construction Manager, in consultation with the Architect, may reject Work which does not conform to the requirements of the Contract Documents.

2.3.14 The Construction Manager shall schedule and coordinate the sequence of construction in accordance with the Contract Documents and the latest approved Project construction schedule.

2.3.15 With respect to each Contractor's own Work, the Construction Manager shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's responsibility under the Contract for Construction. The Construction Manager shall not be responsible for a Contractor's failure to carry out the Work in accordance with the respective Contract Documents. The Construction Manager shall not have control over or charge of acts or omissions of the Contractors, Subcontractors, or their agents or employees, or any other persons performing portions of the Work not directly employed by the Construction Manager.

2.3.16 The Construction Manager shall transmit to the Architect requests for interpretations of the meaning and intent of the Drawings and Specifications, and assist in the resolution of questions that may arise.

2.3.17 The Construction Manager shall review requests for changes, assist in negotiating Contractors' proposals, submit recommendations to the Architect and Owner, and, if they are accepted, prepare Change Orders and Construction Change Directives which incorporate the Architect's modifications to the Documents.

2.3.18 The Construction Manager shall assist the Architect in the review, evaluation and documentation of Claims.

2.3.19 The Construction Manager shall receive certificates of insurance from the Contractors and forward them to the Owner with a copy to the Architect.

2.3.20 In collaboration with the Architect, the Construction Manager shall establish and implement procedures for expediting the processing and approval of Shop Drawings, Product Data, Samples and other submittals. The Construction Manager shall review all Shop Drawings, Product Data, Samples and other submittals from the Contractors. The Construction Manager shall coordinate submittals with information contained in related documents and transmit to the Architect those which have been approved by the Construction Manager. The Construction Manager's actions shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner or Contractors.

2.3.21 The Construction Manager shall record the progress of the Project. The Construction Manager shall submit written progress reports to the Owner and Architect including information on each Contractor and each Contractor's Work, as well as the entire Project, showing percentages of completion. The Construction Manager shall keep a daily log containing a record of weather, each Contractor's Work on the site, number of workers, identification of equipment, Work accomplished, problems encountered, and other similar relevant data as the Owner may require.

2.3.22 The Construction Manager shall maintain at the Project site for the Owner one record copy of all Contracts, Drawings, Specifications, addenda, Change Orders and other Modifications, in good order and marked currently to record changes and selections made during construction, and in addition, approved Shop Drawings, Product Data, Samples and similar required submittals. The Construction Manager shall maintain records, in duplicate, of principal building layout lines, elevations of the bottom of footings, floor levels and key site elevations certified by a qualified surveyor or professional engineer. The Construction Manager shall make all such records available to the Architect and upon completion of the Project shall deliver them to the Owner.

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2.3.23 The Construction Manager shall arrange for the delivery, storage, protection and security of Owner-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Project.

2.3.24 With the Architect and the Owner's maintenance personnel, the Construction Manager shall observe the Contractors' final testing and start-up of utilities, operational systems and equipment.

2.3.25 When the Construction Manager considers each Contractor's Work or a designated portion thereof substantially complete, the Construction Manager shall, jointly with the Contractor, prepare for the Architect a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager shall assist the Architect in conducting inspections to determine whether the Work or designated portion thereof is substantially complete.

2.3.26 The Construction Manager shall coordinate the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Construction Manager shall evaluate the completion of the Work of the Contractors and make recommendations to the Architect when Work is ready for final inspection. The Construction Manager shall assist the Architect in conducting final inspections.

2.3.27 The Construction Manager shall secure and transmit to the Architect warranties and similar submittals required by the Contract Documents for delivery to the Owner and deliver all keys, manuals, record drawings and maintenance stocks to the Owner. The Construction Manager shall forward to the Architect a final Project Application for Payment upon compliance with the requirements of the Contract Documents.

2.3.28 Duties, responsibilities and limitations of authority of the Construction Manager as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Construction Manager, Architect and Contractors. Consent shall not be unreasonably withheld.

ARTICLE 3

ADDITIONAL SERVICES

3.1 GENERAL

3.1.1 The services described in this Article 3 are not included in Basic Services unless so identified in Article 14, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services. The Optional Additional Services described under Paragraph 3.3 shall only be provided if authorized or confirmed in writing by the Owner. If services described under Contingent Additional Services in Paragraph 3.2 are required due to circumstances beyond the Construction Manager's control, the Construction Manager shall notify the Owner prior to commencing such services. If the Owner deems that such services described under Paragraph 3.2 are not required, the Owner shall give prompt written notice to the Construction Manager. If the Owner indicates in writing that all or part of such Contingent Additional Services are not required, the Construction Manager shall have no obligation to provide those services.

3.2 CONTINGENT ADDITIONAL SERVICES

3.2.1 Providing services required because of significant changes in the Project including, but not limited to, changes in size, quality, complexity or the Owner's schedule.

3.2.2 Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

3.2.3 Providing services made necessary by the termination or default of the Architect or a Contractor, by major defects or deficiencies in the Work of a Contractor, or by failure of performance of either the Owner or Contractor under a Contract for Construction.

3.2.4 Providing services in evaluating an extensive number of claims submitted by a Contractor or others in connection with the Work.

3.2.5 Providing services in connection with a public hearing, arbitration proceeding or legal proceeding except where the Construction Manager is party thereto.

3.3 OPTIONAL ADDITIONAL SERVICES

3.3.1 Providing services relative to future facilities, systems and equipment.

3.3.2 Providing services to investigate existing conditions or facilities or to provide measured drawings thereof.

3.3.3 Providing services to verify the accuracy of drawings or other information furnished by the Owner.

3.3.4 Providing services required for or in connection with the Owner's selection, procurement or installation of furniture, furnishings and related equipment.

3.3.5 Providing services for tenant improvements.

3.3.6 Providing any other services not otherwise included in this Agreement.

ARTICLE 4

OWNER'S RESPONSIBILITIES

4.1 The Owner shall provide full information regarding requirements for the Project, including a program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems, and site requirements.

4.2 The Owner shall establish and update an overall budget for the Project based on consultation with the Construction Manager and Architect, which shall include the Construction Cost, the Owner's other costs and reasonable contingencies related to all of these costs.

4.3 If requested by the Construction Manager, the Owner shall furnish evidence that financial arrangements have been made to fulfill the Owner's obligations under this Agreement.

4.4 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner, or such authorized representative, shall render decisions in a timely manner pertaining to documents submitted by the Construction Manager in order to avoid unreasonable delay in the orderly and sequential progress of the Construction Manager's services.

4.5 The Owner shall retain an architect whose services, duties and responsibilities are described in the edition of AIA

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Document B141/CMa, Standard Form of Agreement Between Owner and Architect, Construction Manager-Adviser Edition, current as of the date of this Agreement. The Terms and Conditions of the Agreement Between the Owner and Architect shall be furnished to the Construction Manager and shall not be modified without written consent of the Construction Manager, which consent shall not be unreasonably withheld. The Construction Manager shall not be responsible for actions taken by the Architect.

4.6 The Owner shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.

4.7 The Owner shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services the Owner may reuire to verify the Contractors' Applications for Payment or to ascertain how or for what purposes the Contractors have used the money paid by or on behalf of the Owner.

4.8 The Owner shall furnish the Construction Manager with a sufficient quantity of Construction Documents.

4.9 The services, information and reports required by Paragraphs 4.5 through 4.8 shall be furnished at the Owner's expense, and the Construction Manager shall be entitled to rely upon the accuracy and completeness thereof.

4.10 Prompt written notice shall be given by the Owner to the Construction Manager and Architect if the Owner becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents.

4.11 The Owner reserves the right to perform construction and operations related to the Project with the Owner's own forces, and to award contracts in connection with the Project which are not part of the Construction Manager's responsibilities under this Agreement. The Construction Manager shall notify the Owner if any such independent action will interfere with the Construction Manager's ability to perform the Construction Manager's responsibilities under this Agreement. When performing construction or operations related to the Project, the Owner agrees to be subject to the same obligations and to have the same rights as the Contractors.

4.12 Information or services under the Owner's control shall be furnished by the Owner with reasonable promptness to avoid delay in the orderly progress of the Construction Manager's services and the progress of the Work.

ARTICLE 5

CONSTRUCTION COST

5.1 DEFINITION

5.1.1 The Construction Cost shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

5.1.2 The Construction Cost 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, plus a reasonable allowance for the Contractors' overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work during construction. Except as provided in Subparagraph 5.1.3, Construction Cost shall also include the compensation of the Construction Manager and Construction Manager's consultants.

5.1.3 Construction Cost does not include the compensation of the Architect and Architect's consultants, costs of the land, rights-of-way, financing or other costs which are the responsibility of the Owner as provided in Article 4. If any portion of the Construction Manager's compensation is based upon a percentage of Construction Cost, then Construction Cost, for the purpose of determining such portion, shall not include the compensation of the Construction Manager or Construction Manager's consultants.

5.2 RESPONSIBILITY FOR CONSTRUCTION COST

5.2.1 Evaluations of the Owner's Project budget, preliminary estimates of Construction Cost and detailed estimates of Construction Cost prepared by the Construction Manager represent the Construction Manager's best judgment as a person or entity familiar with the construction industry. It is recognized, however, that neither the Construction Manager nor the Owner has control over the cost of labor, materials or equipment, over Contractors' methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Construction Manager cannot and does not warrant or represent that bids or negotiated prices will not vary from the Project budget proposed, established or approved by the Owner, or from any cost estimate or evaluation prepared by the Construction Manager.

5.2.2 No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget unless such fixed limit has been agreed upon in writing and signed by the parties hereto. If such a fixed limit has been established, the Construction Manager shall be permitted to include contingencies for design, bidding and price escalation, and shall consult with the Architect to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to suggest reasonable adjustments in the scope of the Project, and to suggest inclusion of alternate bids in the Construction Documents to adjust the Construction Cost to the fixed limit. Fixed limits, if any, shall be increased in the amount of any increase in the Contract Sums occurring after execution of the Contracts for Construction.

5.2.3 If the Bidding or Negotiation Phase has not commenced within 90 days after submittal of the Construction Documents to the Owner, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought.

5.2.4 If a fixed limit of Construction Cost (adjusted as provided in Subparagraph 5.2.3) is exceeded by the sum of the lowest bona fide bids or negotiated proposals plus the Construction Manager's estimate of other elements of Construction Cost for the Project, the Owner shall:

.1 give written approval of an increase in such fixed limit;

.2 authorize rebidding or renegotiating of the Project within a reasonable time;

.3 if the Project is abandoned, terminate in accordance with Paragraph 9.3; or

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.4 cooperate in revising the Project scope and quality as required to reduce the Construction Cost.

5.2.5 If the Owner chooses to proceed under Clause 5.2.4.4, the Construction Manager, without additional charge, shall cooperate with the Owner and Architect as necessary to bring the Construction Cost within the fixed limit, if established as a condition of this Agreement.

ARTICLE 6

CONSTRUCTION SUPPORT ACTIVITIES

6.1 Construction support activities, if provided by the Construction Manager, shall be governed by separate contractual agreements unless otherwise provided in Article 14.

6.2 Reimbursable expenses listed in Article 14 for construction support activities may be subject to trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment which shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be secured.

ARTICLE 7

OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

7.1 The Drawings, Specifications and other documents prepared by the Architect are instruments of the Architect's service through which the Work to be executed by the Contractors is described. The Construction Manager may retain one record set. The Construction Manager shall not own or claim a copyright in the Drawings, Specifications and other documents prepared by the Architect, and unless otherwise indicated the Architect shall be deemed the author of them and will retain all common law, statutory and other reserved rights, in addition to the copyright. All copies of them, except the Construction Manager's record set, shall be returned or suitably accounted for to the Architect, on request, upon completion of the Project. The Drawings, Specifications and other documents prepared by the Architect, and copies thereof furnished to the Construction Manager, are for use solely with respect to this Project. They are not to be used by the Construction Manager on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner and Architect. The Construction Manager is granted a limited license to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect appropriate to and for use in the performance of the Construction Manager's services under this Agreement.

All copies made under this license shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Architect. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's copyright or other reserved rights.

ARTICLE 8

ARBITRATION

8.1 Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise.

8.2 Demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitations.

8.3 No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the Owner, Construction Manager, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

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

ARTICLE 9

TERMINATION, SUSPENSION OR ABANDONMENT

9.1 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

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

9.3 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Construction Manager in the event that the Project is permanently abandoned. If the Project is abandoned by the Owner for more than 90 consecutive days, the Construction Manager may terminate this Agreement by giving written notice.

9.4 Failure of the Owner to make payments to the Construction Manager in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.

9.5 If the Owner fails to make payment when due the Construction Manager for services and expenses, the Construction Manager may, upon seven days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the

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Construction Manager within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Construction Manager shall have no liability to the Owner for delay or damage caused to the Owner because of such suspension of services.

9.6 In the event of termination not the fault of the Construction Manager, the Construction Manager shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Paragraph 9.7.

9.7 Termination Expenses are those costs directly attributable to termination for which the Construction Manager is not otherwise compensated.

ARTICLE 10

MISCELLANEOUS PROVISIONS

10.1 Unless otherwise provided, this Agreement shall be governed by the law of the place where the Project is located.

10.2 Terms in this Agreement shall have the same meaning as those in the edition of AIA Document A201/CMa, General Conditions of the Contract for Construction, Construction Manager-Adviser Edition, current as of the date of this Agreement.

10.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion, or the date of issuance of the final Project Certificate for Payment for acts or failures to act occurring after Substantial Completion.

10.4 Waivers of Subrogation. The Owner and Construction Manager waive all rights against each other and against the Contractors, Architect, consultants, agents and employees of any of them, for damages, but only to the extent covered by property insurance during construction, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201/CMa, General Conditions of the Contract for Construction, Construction Manager-Adviser Edition, current as of the date of this Agreement. The Owner and Construction Manager each shall require similar waivers from their Contractors, Architect, consultants, agents, and persons or entities awarded separate contracts administered under the Owner's own forces.

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

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

10.7 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Construction Manager.

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

ARTICLE 11

INSURANCE

11.1 CONSTRUCTION MANAGER'S LIABILITY INSURANCE

11.1.1 The Construction Manager shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Construction Manager from claims set forth below which may arise out of or result from the Construction Manager's operations under this Agreement and for which the Construction Manager may be legally liable.

.1 claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the operations to be performed;

.2 claims for damages because of bodily injury, occupational sickness or disease, or death of the Construction Manager's employees;

.3 claims for damages because of bodily injury, sickness or disease, or death of any person other than the Construction Manager's employees;

.4 claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Construction Manager, or (2) by another person;

.5 claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

.6 claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle.

11.1.2 The insurance required by Subparagraph 11.1.1 shall be written for not less than limits of liability specified in Article 14 or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of operations under this Agreement until date of final payment and termination of any coverage required to be maintained after final payment.

ARTICLE 12

PAYMENTS TO THE CONSTRUCTION MANAGER

12.1 DIRECT PERSONNEL EXPENSE

12.1.1 Direct Personnel Expense is defined as the direct salaries of the Construction Manager's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee bene-

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fits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

12.2 REIMBURSABLE EXPENSES

12.2.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Construction Manager and Construction Manager's employees and consultants in the interest of the Project, as identified in the following Clauses.

12.2.1.1 Expense of transportation in connection with the Project; expenses in connection with authorized out-of-town travel; long-distance communications; and fees paid for securing approval of authorities having jurisdiction over the Project.

12.2.1.2 Expense of reproductions, postage, express deliveries, electronic facsimile transmissions and handling of Drawings, Specifications and other documents.

12.2.1.3 If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates.

12.2.1.4 Expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Construction Manager.

12.3 PAYMENTS ON ACCOUNT OF BASIC SERVICES

12.3.1 An initial payment as set forth in Paragraph 13.1 is the minimum payment under this Agreement.

12.3.2 Subsequent payments for Basic Services shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service, on the basis set forth in Subparagraph 13.2.1.

12.3.3 If and to the extent that the time initially established in Subparagraph 13.5.1 of this Agreement is exceeded or extended through no fault of the Construction Manager, compensation for any services rendered during the additional period of time shall be computed in the manner set forth in Subparagraph 13.3.1.

12.3.4 When compensation is based on a percentage of Construction Cost 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 Subparagraph 13.2.1, based on (1) the lowest bona fide bids or negotiated proposals, or (2) if no such bids or proposals are received, the latest approved estimate of such portions of the Project.

12.4 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES AND REIMBURSABLE EXPENSES

12.4.1 Payments on account of the Construction Manager's Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of the Construction Manager's statement of services rendered or expenses incurred.

12.5 PAYMENTS WITHHELD

12.5.1 No deductions shall be made from the Construction Manager's compensation on account of penalty, liquidated damages or other sums withheld from payments to Contractors, or on account of the cost of changes in Work other than those for which the Construction Manager has been found to be liable.

12.6 CONSTRUCTION MANAGER'S ACCOUNTING RECORDS

12.6.1 Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

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ARTICLE 13
BASIS OF COMPENSATION

The Owner shall compensate the Construction Manager as follows:

13.1 AN INITIAL PAYMENT of Dollars ($) shall be made upon execution of this Agreement and credited to the Owner's account at final payment.

13.2 BASIC COMPENSATION

13.2.1 FOR BASIC SERVICES, as described in Article 2, and any other services included in Article 14 as part of Basic Services, Basic Compensation shall be computed as follows:

For Pre-Construction Phase Services:

(Insert basis of compensation, including stipulated sums, multiples or percentages.)

For Construction Phase Services:

(Insert basis of compensation, including stipulated sums, multiples or percentages.)

13.3 COMPENSATION FOR ADDITIONAL SERVICES

13.3.1 FOR ADDITIONAL SERVICES OF THE CONSTRUCTION MANAGER, as described in Article 3, and any other services included in Article 14 as Additional Services, compensation shall be computed as follows:

(Insert basis of compensation, including rates and/or multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply, if necessary.)

13.4 REIMBURSABLE EXPENSES

13.4.1 FOR REIMBURSABLE EXPENSES, as described in Paragraph 12.2, and any other items included in Article 14 as Reimbursable Expenses, a multiple of ( ) times the expenses incurred by the Construction Manager and the Construction Manager's employees and consultants in the interest of the Project.

13.5 ADDITIONAL PROVISIONS

13.5.1 IF THE BASIC SERVICES covered by this Agreement have not been completed within ( ) months of the date hereof, through no fault of the Construction Manager, extension of the Construction Manager's services beyond that time shall be compensated as provided in Subparagraphs 12.3.3 and 13.3.1.

13.5.2 Payments are due and payable ( ) days from the date of the Construction Manager's invoice. Amounts unpaid ( ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

(Insert rate of interest agreed upon.)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Construction Manager's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

13.5.3 The rates and multiples set forth for Additional Services shall be annually adjusted in accordance with normal salary review practices of the Construction Manager.

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ARTICLE 14
OTHER CONDITIONS OR SERVICES

(Insert descriptions of other services, identify Additional Services included within Basic Compensation and modifications to the payment and compensation terms included in this Agreement.)

14.1 Limits on Insurance

The insurance required by Article 11 shall be written for not less than the following limits, or greater if required by law:
(Insert the specific dollar amounts for the appropriate insurance limits of liability.)

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

OWNER	CONSTRUCTION MANAGER
_____	_____
(Signature)	*(Signature)*
_____	_____
(Printed name and title)	*(Printed name and title)*

CAUTION: You should sign an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced. See Instruction Sheet for Limited License for Reproduction of this document.

INSTRUCTIONS

FOR AIA DOCUMENT B901, STANDARD FORM OF AGREEMENTS BETWEEN DESIGN/BUILDER AND ARCHITECT—1996 EDITION

A. GENERAL INFORMATION

1. Purpose

AIA Document B901, Standard Form of Agreements Between Design/Builder and Architect, is intended to establish a contractual relationship between a Design/Builder and an Architect. In turn, the Design/Builder is assumed to have contracted separately with an Owner to provide both design and construction services. To provide guidance for public owners who intend to use the design/build process, the AIA and the Associated General Contractors (AGC) have jointly published the *AIA/AGC Recommended Guidelines for Procurement of Design Build Projects in the Public Sector.*

AIA Document B901 contains two separate, sequential agreements. The Part 1 Agreement covers services for preliminary design. The Part 2 Agreement covers services for final design and construction administration. It is intended that the parties first enter into the Part 1 Agreement to determine the feasibility and the scope of the Project, and thereafter enter into the Part 2 Agreement. Before signing the Part 1 Agreement the parties should reach substantial agreement on the terms of the Part 2 Agreement except for the scope of the Project and compensation. Note that the parties may conclude their relationship after the Part 1 Agreement is performed rather than continuing on to the Part 2 Agreement.

The Design/Builder may take a variety of legal forms, and it is possible that this party may be a separate corporate entity or joint venture formed by the Architect which subcontracts the design work to the Architect's separate firm.

Prior to entering into either agreement in this document, architects should consult their legal counsel, management advisors, and insurance counsel.

2. Related Documents

AIA Document B901 is published in conjunction with the following related documents:

A191, Standard Form of Agreements Between Owner and Design/Builder
A201, General Conditions of the Contract for Construction
A491, Standard Form of Agreements Between Design/Builder and Contractor
B352, Duties, Responsibilities, and Limitations of Authority of the Architect's Project Representative

These documents are intended to govern the relationships between participants to the design/build venture.

3. Dispute Resolution—Mediation and Arbitration

Both the Part 1 and the Part 2 Agreements incorporate mediation and arbitration by adoption of the Construction Industry Mediation Rules and the Construction Industry Arbitration Rules of the American Arbitration Association. Arbitration is *binding and mandatory* in most states and under the Federal Arbitration Act. In a minority of states, arbitration provisions relating to future disputes are not enforceable, but arbitration is enforceable if agreed to after the dispute arises. In addition, provisions for mediation as a potential precursor to arbitration have been added in both Part 1 and Part 2. A few states require that the contracting parties be especially notified when the written contract contains an arbitration provision by: a warning on the face of the document; specific placement of the arbitration provision within the document; or specific discussions among the parties prior to signing the document.

Arbitration provisions have been included in most AIA contract forms since 1888 in order to encourage alternative dispute resolution procedures and to provide users of AIA documents with legally enforceable arbitration provisions when parties choose to adopt arbitration into their contract. Individuals may, however, choose to delete the arbitration provisions based upon their business decisions with the advice of counsel. To obtain copies of the mediation or arbitration rules, write to the American Arbitration Association, 140 West 51st Street, New York, NY 10020-1203.

4. Use of Non-AIA Forms

If a combination of AIA documents and non-AIA documents is to be used, particular care must be taken to achieve consistency of language and intent. Certain clients require the use of agreements and other contract forms that they prepare. Such forms should be carefully compared to the standard AIA forms for which they are being substituted before execution of an agreement. If there are any significant omissions, additions or variances from the terms of the related standard AIA forms, both legal and insurance counsel should be consulted.

5. Letter Forms of Agreement

Letter forms of agreement are generally discouraged by the AIA, as is the performance of a part or the whole of professional services based on oral agreements or understandings. The standard AIA agreement forms have been developed through more than 80 years of experience and have been tested repeatedly in the courts. In addition, the standard forms have been carefully coordinated with other AIA documents.

6. Use of Current Documents

Prior to using any AIA document, the user should consult the AIA, an AIA component chapter or a current AIA Documents Price List to determine the current edition of each document.

7. Limited License for Reproduction

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A limited license is hereby granted to retail purchasers to reproduce a maximum of ten (10) copies of a completed Part 1 Agreement, with or without signatures, and a maximum of ten (10) copies of a completed Part 2 Agreement, with or without signatures, but only for use in connection with a particular project. Further reproductions are prohibited without the express written permission of the AIA.

A cautionary notice is printed in red on the original version of this document. This notice distinguishes an original AIA document from copies and counterfeits. To ensure accuracy and uniformity of language, purchasers should use only an original AIA document or one that has been reproduced from an original under a special limited license from the AIA. Documents generated by the software AIA Contract Documents: Electronic Format for Windows™ do not contain a red cautionary notice. Documents reproduced in this program may be accompanied by AIA Document D401, Certification of Document's Authenticity. In addition, all documents in the program contain footers that display the license number under which the document was reproduced and the date of expiration of the license.

B. MINOR CORRECTION IN THIS PRINTING

A change was made in the 8/96 print run to Part 1, Paragraph 9.6 to correct the verb from plural to singular tense.

C. COMPLETING THE B901 FORM

1. Modifications

Users are encouraged to consult their legal and insurance advisors before completing an AIA document. Particularly with respect to professional licensing laws, duties imposed by building codes, interest charges, arbitration and indemnification, this document may require modification with the assistance of legal counsel to comply with state or local laws regulating these matters.

Generally, necessary modifications may be accomplished by writing or typing the appropriate terms in the blank spaces provided on the form, or by supplementary conditions, or amendments referenced in this document. The form may also be modified by striking out language directly on the original form. Care must be taken in making these kinds of deletions, however. Under NO circumstances should printed language be struck out in such a way as to render it illegible (as, for example, with blocking tape, correction fluid, or Xs that completely obscure the text). This may raise suspicions of concealment, or suggest that the completed and signed document has been tampered with. Handwritten changes should be initialed by both parties to the contract.

It is definitely not recommended practice to retype the standard document. Besides being outside the limited license for reproduction granted under these Instructions, retyping can introduce typographical errors and cloud the legal interpretation given to a standard clause when blended with modifications, thereby eliminating one of the principal advantages of standard form documents. By merely reviewing the modifications to be made to a standard form document, parties familiar with that document can quickly understand the essence of the proposed relationship. Commercial exchanges are greatly simplified and expedited, good-faith dealing is encouraged, and otherwise latent clauses are exposed for scrutiny. In this way, contracting parties can more confidently and fairly measure their risks.

2. Cover Pages—Part 1 Agreement and Part 2 Agreement

Date: The date represents the date the Agreement becomes effective. It may be the date that an original oral agreement was reached, the date the Agreement was originally submitted to the Owner, the date authorizing action was taken or the date of actual execution. Professional services should not be performed prior to the effective date of the Agreement.

Parties: Parties to the Agreement should be identified using the full address and legal name under which the Agreement is to be executed, including a designation of the legal status of both parties (sole proprietorship, partnership, joint venture, unincorporated association, limited partnership or corporation [general, close or professional], etc.). Where appropriate, a copy of the resolution authorizing the individual to act on behalf of the firm or entity should be attached.

Project: The proposed Project should be described in sufficient detail to identify: (1) the official name or title of the facility; (2) the location of the site; (3) the proposed building usage; and (4) the size, capacity or scope of the Project.

Engineering Services: Parties other than the Architect who will provide normal engineering services should be identified using the full address and legal name under which the Agreement is to be executed, including the discipline with which they are affiliated; their registration number, if any; and their legal relationship to the Design/Builder.

3. Part 1 Agreement

Article 9: Basis of Compensation

Subparagraph 9.1.1
Describe the basis of computing compensation for Basic Services under this subparagraph. Several different methods may be used for various services on a particular project. When more than one method of compensation is used, each method should reference the appropriate services listed in Article 1 and Article 10. This may be done by designating them "Method A," "Method B," etc.

Subparagraph 9.1.2 through Paragraph 9.7
Insert numerical amounts to complete the provisions on payment, Reimbursable Expenses, and rate of interest in accordance with their accompanying parenthetical notes. These numbers usually are negotiated by the Design/Builder with the Owner. Omission of these numbers may prevent those provisions from becoming effective, except for the rate of interest, which defaults to the prevailing legal rate.

Article 10: Other Conditions and Services

Paragraph 10.1
Insert date for commencement of Basic Services and the number of days in which Basic Services are to be completed.

Paragraph 10.2
Insert Basic Services not described in Article 1.

4. Part 2 Agreement

Article 9: Basis of Compensation

Subparagraph 9.1.1
Describe the basis of computing compensation for Basic Services under this subparagraph. Several different methods may be used for various services on a particular project. When more than one method of compensation is used, each method should reference the appropriate services listed in Article 1 and Article 10. This may be done by designating them "Method A," "Method B," etc.

Subparagraph 9.1.2 through Paragraph 9.7
Insert numerical amounts to complete the provisions on payment, Reimbursable Expenses, and rate of interest in accordance with their accompanying parenthetical notes. These numbers usually are negotiated by the Design/Builder with the Owner. Omission of these numbers may prevent those provisions from becoming effective, except for the rate of interest, which defaults to the prevailing legal rate.

Article 10: Other Provisions

Paragraph 10.1
Insert the date of commencement and the number of days allowed for performance of the Contract.

Paragraph 10.2
Insert Basic Services not described in Article 1.

D. CHANGES FROM THE PREVIOUS EDITION

1. Format Changes—Part 1 Agreement and Part 2 Agreement

Space has been provided to identify parties other than the Architect who will provide normal engineering services. Former Article 1: General Provisions, has been deleted and replaced by the new Article 1: Architect. Former Paragraph 1.3, Ownership and Use of Documents, has been moved to Article 3. Former Articles 2 and 3 have been renumbered, so that the new Article 1 is titled Architect and the new Article 2 is titled Design/Builder.

2. Changes in Content—Part 1 Agreement and Part 2 Agreement

Substantial conceptual changes have been made to both the Part 1 and the Part 2 Agreements, most of which are briefly described below. However, it is strongly recommended that, *prior* to executing the document, users read the Agreements thoroughly to become familiar with these changes.

Article 1: Architect

In the Part 1 Agreement, the Architect is required to prepare Concept Design Documents and Preliminary Design Documents based upon the Owner's program. If the Architect believes or is advised that any instructions received by the Design/Builder are in violation of any applicable law, the Architect must provide written notice to the Design/Builder. In the Part 2 Agreement, Basic Services have been delineated into two types, Design and Administration of the Construction Contract.

Article 2: Design/Builder

The Part 1 Agreement requires all information on the Design/Builder's survey to be referenced to a Project benchmark. Both the Part 1 and the Part 2 Agreements require the Design/Builder to furnish legal, accounting, and insurance counseling services as necessary.

Article 3: Ownership and Use of Documents

In both Agreements, this new article discusses the ownership and use of electronic data.

Article 4: Time

In both Agreements, the Architect now is required to submit a schedule for the performance of his or her services. This schedule must allow for reasonable adjustments.

Article 5: Payments

In both Agreements, the initial payment to the Architect now is credited to the Design/Builder's account, and the Architect can be reimbursed for the cost of delivering drawings.

Article 6: Dispute Resolution—Mediation and Arbitration

Formerly titled Arbitration in both Agreements, this article has been revised to require that parties attempt to resolve disputes through mediation before proceeding to arbitration.

Article 7: Miscellaneous Provisions

Paragraph 7.1

Unless otherwise stated, both Agreements shall be governed by the law of the place where the project is located.

Paragraph 7.3

In the Part 1 Agreement, this new paragraph states that neither the cost of the design nor remediation of hazardous materials shall be the responsibility of the Architect.

Paragraph 7.4

In the Part 2 Agreement, this new paragraph states that the Design/Builder and the Architect waive all rights against each other and the contractors, consultants, agents and employees of the other for damages to the extent covered by property insurance during construction, as set forth in AIA Document A201.

Paragraph 7.5

In the Part 2 Agreement, this new paragraph establishes statutes of limitation for legal action between the parties to the Agreement.

Paragraph 7.6

In the Part 2 Agreement, this new paragraph states that nothing in the Part 2 Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Design/Builder or the Architect.

Article 8: Termination of the Agreement

The Design/Builder may terminate the Part 1 Agreement or the Part 2 Agreement if the Agreement between the Owner and the Design/Builder is terminated.

E. EXECUTION OF THE AGREEMENTS

Each person executing the Agreement should indicate the capacity in which they are acting (i.e., president, secretary, partner, etc.) and the authority under which they are executing the Agreement. Where appropriate, a copy of the resolution authorizing the individual to act on behalf of the firm or entity should be attached.

AIA Document B901

Standard Form of Agreements Between Design/Builder and Architect

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Standard Form of Agreement Between Design/Builder and Architect

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This document comprises two separate Agreements: Part 1 Agreement and Part 2 Agreement. Before executing this Part 1 Agreement, the parties should reach substantial agreement on the Part 2 Agreement. This document is intended for use with AIA Document A191, Standard Form of Agreements Between Owner and Design/Builder.

PART 1 AGREEMENT

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AGREEMENT

made as of the day of in the year of
(In words, indicate day, month and year.)

BETWEEN the Design/Builder:
(Name and address)

and the Architect:
(Name and address)

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For the following Project:
(Include Project name, location and a summary description.)

The Owner is:
(Name and address)

The Contractor is:
(Name and address)

Normal structural, mechanical and electrical engineering services will be provided contractually through the Architect except as indicated below:

(Name, address and discipline)	*(Registration Number)*	*(Relationship to Design/Builder)*

The Design/Builder and the Architect agree as set forth below.

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ARTICLE 1

ARCHITECT

1.1 BASIC SERVICES

1.1.1 The Architect's Basic Services are as described below and in Article 10 and include normal structural, mechanical and electrical engineering services unless otherwise indicated. The contractual obligations of the Architect are undertaken and performed in the interest of the Design/Builder. Nothing contained in this Part 1 Agreement shall create any contractual relationship between the Architect and the Owner, the Contractor or any party other than the Design/Builder. The Architect shall communicate with the Owner through the Design/Builder unless otherwise directed by the Design/Builder in writing to the Owner and the Architect.

1.1.2 The Architect shall review the program furnished by the Design/Builder to ascertain requirements of the Project and shall arrive at a mutual understanding of such requirements with the Design/Builder.

1.1.3 The Architect shall provide, after consultation with the Design/Builder, a preliminary evaluation of the program and Project budget, each in terms of the other.

1.1.4 The Architect shall review with the Design/Builder and the Contractor alternative approaches to design and construction of the Project.

1.1.5 Based on the mutually agreed-upon program and Project budget requirements, the Architect shall prepare, for the Contractor's review and the Design/Builder's approval, Concept Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.

1.1.6 Based upon the approved Concept Design Documents, the Architect shall prepare, for the Contractor's review and the Design/Builder's approval, Preliminary Design Documents consisting of drawings and other documents to establish the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

1.1.7 If the Architect believes, or is advised by another professional retained to provide services on the Project, that implementation of any instruction received from the Design/Builder would cause a violation of any applicable law, the Architect shall notify the Design/Builder in writing. The Architect shall not be obligated to perform any act which the Architect believes will violate any applicable law.

1.2 ADDITIONAL SERVICES

1.2.1 The services described in this Paragraph 1.2 are not included in Basic Services unless so identified in Article 10, and they shall be paid for by the Design/Builder as provided in this Part 2 Agreement, in addition to the compensation for Basic Services. The services described under Subparagraphs 1.2.3 through 1.2.14 shall only be provided if authorized or confirmed in writing by the Design/Builder. If services described in Subparagraph 1.2.2 are required due to circumstances beyond the Architect's control, the Architect shall notify the Design/Builder prior to commencing such services. If the Design/Builder deems that such services described under Subparagraph 1.2.2 are not required, the Design/Builder shall give prompt written notice to the Architect. If the Design/Builder indicates in writing that all or part of the services described in Subparagraph 1.2.2 are not required, the Architect shall have no obligation to provide those services.

1.2.2 Making revisions in the Preliminary Design Documents or other documents when such revisions are:

- **.1** inconsistent with approvals or instructions previously given by the Design/Builder, including revisions made necessary by adjustments in the program or Project budget provided by the Design/Builder;
- **.2** required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; or
- **.3** due to changes required as a result of the Design/Builder's failure to render decisions in a timely manner.

1.2.3 Providing more extensive programmatic criteria than that furnished by the Design/Builder as described in Paragraph 2.2.

1.2.4 Providing financial feasibility or other special studies.

1.2.5 Providing planning surveys, site evaluations or comparative studies of prospective sites.

1.2.6 Preparing special surveys, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.

1.2.7 Providing services relative to future facilities, systems and equipment.

1.2.8 Providing services to perform detailed investigations of existing conditions or facilities or to make measured drawings thereof.

1.2.9 Providing services to verify the accuracy of drawings or other information furnished by the Design/Builder.

1.2.10 Coordinating services in connection with the work of separate persons or entities retained by the Design/Builder subsequent to the execution of this Part 1 Agreement.

1.2.11 Providing analyses of owning and operating costs.

1.2.12 Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.

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1.2.13 Providing services for planning tenant or rental spaces.

1.2.14 Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.

ARTICLE 2

DESIGN/BUILDER

2.1 The Design/Builder shall designate a representative authorized to act on the Design/Builder's behalf with respect to the Project. The Design/Builder or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

2.2 The Design/Builder shall provide full information in a timely manner regarding the requirements for the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria.

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

2.4 The Design/Builder shall furnish services of geotechnical engineers when such services are stipulated in this Part 1 Agreement, or deemed reasonably necessary by the Architect.

2.5 The Design/Builder shall disclose, to the extent known to the Design/Builder, the results of prior tests, inspections or investigations conducted for the Project involving: structural or mechanical systems; chemical, air and water pollution; hazardous materials; or other environmental and subsurface conditions. The Design/Builder shall disclose all information known to the Design/Builder regarding the presence of pollutants at the Project's site.

2.6 The Design/Builder shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project.

2.7 The Design/Builder shall furnish all cost estimating services required for the Project.

2.8 Those services, information, surveys and reports required by Paragraphs 2.2 through 2.7 which are furnished to the Design/Builder by the Owner or are within the Design/Builder's control shall be furnished at the Design/Builder's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof, except to the extent the Design/Builder advises the Architect to the contrary in writing.

2.9 The Design/Builder shall communicate with persons or entities employed or retained by the Architect, through the Architect.

2.10 If the Design/Builder contracts separately with consultants for mechanical, electrical and structural engineering services, those services shall be performed by licensed professional consultants who shall affix their seals on the appropriate documents prepared by them. The contracts between the Design/Builder and the Design/Builder's consultants shall require the consultants to coordinate their drawings and other instruments of service with those of the Architect and advise the Architect of any potential conflict. The Architect shall have no responsibility for the components of the Project designed by the Design/Builder's consultants. Review by the Architect of the consultants' drawings and other instruments of service is solely for consistency with the Architect's design concept for the Project. The Architect shall be entitled to rely on the technical sufficiency and timely delivery of documents and services furnished by the Design/Builder's consultants, as well as on the computations performed by those consultants in connection with such documents and services, and shall not be required to review or verify those computations or designs for compliance with applicable laws, statutes, ordinances, building codes, and rules and regulations. The Design/Builder shall indemnify and hold harmless the Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of the services performed by the other consultants of the Design/Builder.

ARTICLE 3

OWNERSHIP AND USE OF DOCUMENTS AND ELECTRONIC DATA

3.1 Drawings, specifications, and other documents and electronic data furnished by the Architect are instruments of service. The Architect and other design professionals shall retain all common law, statutory and other reserved rights, including copyright, in those instruments of service furnished by them. Drawings, specifications, and other documents and electronic data are furnished for use solely with respect to this Part 1 Agreement. The Design/Builder shall be permitted to forward to the Owner or retain copies, including reproducible copies, of the drawings, specifications, and other documents and electronic data for information and reference in connection with the Project except as provided in Paragraphs 3.2 and 3.3.

3.2 If the Part 2 Agreement is not executed, the Design/Builder shall not use the drawings, specifications and other documents and electronic data furnished by the Architect without the written permission of the Architect. Drawings, specifications, and other documents

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and electronic data shall not be used by the Design/Builder or others on other projects, for additions to this Project or for completion of this Project by others, except by agreement in writing and with appropriate compensation to the Architect, unless the Architect is adjudged to be in default under this Part 1 Agreement, under any other subsequently executed agreement or by agreement in writing.

3.3 If the Design/Builder defaults in the Design/Builder's obligations to the Owner, the Architect shall grant a license to the Owner to use the drawings, specifications, and other documents and electronic data furnished by the Architect to the Design/Builder for the completion of the Project, conditioned upon the Owner's execution of an agreement to cure the Design/Builder's default in payment to the Architect for services previously performed and to indemnify the Architect with regard to claims arising from such reuse without the Architect's professional involvement.

3.4 Submission or distribution of the Architect's documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the rights reserved in Paragraph 3.1.

ARTICLE 4

TIME

4.1 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. Upon request of the Design/Builder, the Architect shall submit for the Design/Builder's approval a schedule for the performance of the Architect's services which may be adjusted as the Project proceeds, and shall include allowances for periods of time required for the Design/Builder's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Design/Builder shall not, except for reasonable cause, be exceeded by the Architect or the Design/Builder.

ARTICLE 5

PAYMENTS

5.1 The initial payment provided in Article 9 shall be made upon execution of this Part 1 Agreement and credited to the Design/Builder's account as provided in Subparagraph 9.1.2.

5.2 Subsequent payments for Basic Services, Additional Services, and Reimbursable Expenses provided for in this Part 1 Agreement shall be made monthly on the basis set forth in Article 9.

5.3 Payments due the Architect under this Part 1 Agreement which are not paid when due shall bear interest from the date due at the rate specified in Paragraph 9.5, or in the absence of a specified rate, at the legal rate prevailing where the Project is located.

5.4 REIMBURSABLE EXPENSES

5.4.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include actual expenditures made by the Architect and the Architect's employees and consultants in the interest of the Project for the expenses listed in Subparagraphs 5.4.2 through 5.4.6.

5.4.2 Expense of transportation in connection with the Project, living expenses in connection with out-of-town travel, long-distance communications, and fees paid for securing approval of authorities having jurisdiction over the Project.

5.4.3 Expense of reproductions, postage, handling and delivery of drawings, specifications, and other documents and electronic data or other similar direct Project-related expenses.

5.4.4 If authorized in advance by the Design/Builder, expense of overtime work requiring higher than regular rates.

5.4.5 Expense of renderings, models and mock-ups requested by the Design/Builder.

5.4.6 Expense of any additional insurance coverage or limits, including professional liability insurance, requested by the Design/Builder in excess of that normally maintained by the Architect and the Architect's consultants.

ARTICLE 6

DISPUTE RESOLUTION— MEDIATION AND ARBITRATION

6.1 Claims, disputes and other matters in question between the parties to this Part 1 Agreement arising out of or relating to this Part 1 Agreement or breach thereof shall be subject to and decided by mediation or arbitration. Such mediation or arbitration shall be conducted in accordance with the Construction Industry Mediation or Arbitration Rules of the American Arbitration Association currently in effect.

6.2 In addition to and prior to arbitration, the parties shall endeavor to settle disputes by mediation. Demand for mediation shall be filed in writing with the other party to this Part 1 Agreement and with the American Arbitration Association. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of repose or limitations.

6.3 Demand for arbitration shall be filed in writing with the other party to this Part 1 Agreement and with the American Arbitration Association. A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in

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question would be barred by the applicable statutes of repose or limitations.

6.4 An arbitration pursuant to this Paragraph may be joined with an arbitration involving common issues of law or fact between the Architect and any person or entity with whom the Design/Builder or Architect has a contractual obligation to arbitrate disputes. No other arbitration arising out of or relating to this Part 1 Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Part 1 Agreement or not a party to an agreement with the Design/Builder or Architect, except by written consent containing a specific reference to this Part 1 Agreement signed by the Design/Builder, Architect, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Part 1 Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

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

ARTICLE 7

MISCELLANEOUS PROVISIONS

7.1 Unless otherwise provided, this Part 1 Agreement shall be governed by the law of the place where the Project is located.

7.2 The Design/Builder and the Architect, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Part 1 Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Part 1 Agreement. Neither the Design/Builder nor the Architect shall assign this Part 1 Agreement without written consent of the other.

7.3 Unless otherwise provided, neither the design for nor the cost of remediation of hazardous materials shall be the responsibility of the Architect.

7.4 This Part 1 Agreement represents the entire and integrated agreement between the Design/Builder and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Part 1 Agreement may be amended only by written instrument signed by both the Design/Builder and the Architect.

ARTICLE 8

TERMINATION OF THE AGREEMENT

8.1 If the Agreement between the Owner and the Design/Builder is terminated, the Design/Builder may terminate this Part 1 Agreement without cause.

8.2 This Part 1 Agreement may be terminated by either party upon not less than seven (7) days' written notice should the other party fail substantially to perform in accordance with the terms of this Part 1 Agreement through no fault of the party initiating the termination.

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

8.4 Failure of the Design/Builder to make payments to the Architect in accordance with this Part 1 Agreement shall be considered substantial nonperformance and cause for termination.

8.5 If the Design/Builder fails to make payment when due the Architect for services and expenses, the Architect may, upon seven (7) days' written notice to the Design/Builder, suspend performance of services under this Part 1 Agreement. Unless payment in full is received by the Architect within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Architect shall have no liability to the Design/Builder for delay or damage caused the Design/Builder because of such suspension of services.

8.6 In the event of termination in accordance with Paragraph 8.1 or termination not the fault of the Architect, the Architect shall be compensated for services properly performed prior to receipt of notice of termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Paragraph 8.7.

8.7 Termination Expenses are in addition to compensation for Basic and Additional Services, and include expenses which are directly attributable to termination. Termination Expenses shall be computed as an equitable percentage of the total compensation for Basic Services and Additional Services earned to the time of termination, unless otherwise provided in Article 10.

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ARTICLE 9

BASIS OF COMPENSATION

The Design/Builder shall compensate the Architect in accordance with Article 5, Payments, and the other provisions of this Part 1 Agreement as described below.

9.1 COMPENSATION FOR BASIC SERVICES

9.1.1 FOR BASIC SERVICES, compensation shall be as follows:

9.1.2 AN INITIAL PAYMENT of Dollars ($) shall be made upon execution of this Part 1 Agreement and credited to the Design/Builder's account as follows:

9.1.3 SUBSEQUENT PAYMENTS shall be as follows:

9.2 COMPENSATION FOR ADDITIONAL SERVICES

9.2.1 FOR ADDITIONAL SERVICES, compensation shall be as follows:

9.3 REIMBURSABLE EXPENSES

9.3.1 FOR REIMBURSABLE EXPENSES, compensation shall be a multiple of (times the amounts expended.

9.4 If a MULTIPLE OF DIRECT PERSONNEL EXPENSES is the basis of compensation, Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions, and similar contributions and benefits.

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9.5 INTEREST PAYMENTS

9.5.1 The rate of interest for past due payments shall be as follows:

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Design/Builder's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletion, modification or other requirements, such as written disclosures or waivers.)

9.6 IF THE SCOPE of the Project or of the Architect's services is changed materially, the Architect's compensation shall be equitably adjusted.

9.7 The compensation set forth herein shall be equitably adjusted if through no fault of the Architect the services have not been completed within ( ) months of the date of this Part 1 Agreement.

ARTICLE 10

OTHER CONDITIONS AND SERVICES

10.1 The Basic Services to be performed shall be commenced on and, subject to authorized adjustments and to delays not caused by the Architect, including those resulting from the required performance of Additional Services, shall be completed in ( ) calendar days.

10.2 The Basic Services beyond those described in Article 1 are as follows:

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

DESIGN/BUILDER	ARCHITECT
(Signature)	*(Signature)*
(Printed name and title)	*(Printed name and title)*

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PART 2 AGREEMENT

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AGREEMENT

made as of the day of in the year of
(In words, indicate day, month and year.)

BETWEEN the Design/Builder:
(Name and address)

and the Architect:
(Name and address)

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For the following Project:
(Include Project name, location and a summary description.)

The Owner is:
(Name and address)

The Contractor is:
(Name and address)

Normal structural, mechanical and electrical engineering services will be provided contractually through the Architect except as indicated below:

(Name, address and discipline)	*(Registration Number)*	*(Relationship to Design/Builder)*

The Design/Builder and the Architect agree as set forth below.

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ARTICLE 1
ARCHITECT

1.1 BASIC SERVICES—DESIGN

1.1.1 The Architect's Basic Services are as described below and in Article 10 and include normal structural, mechanical and electrical engineering services unless otherwise indicated. The contractual obligations of the Architect are undertaken and performed in the interest of the Design/Builder. Nothing contained in this Part 2 Agreement shall create any contractual relationship between the Architect and the Owner, the Contractor or any party other than the Design/Builder. The Architect shall communicate with the Owner through the Design/Builder unless otherwise directed by the Design/Builder in writing to the Owner and the Architect.

1.1.2 Based upon the Preliminary Design Documents contained in the Design/Builder's Proposal to the Owner, the Architect shall prepare, for review by the Contractor and approval by the Design/Builder, Construction Documents consisting of drawings and specifications setting forth in detail the requirements for construction of the Project.

1.1.3 The Architect shall assist the Design/Builder in connection with the Design/Builder's responsibility for filing documents required to obtain necessary approvals of governmental authorities having jurisdiction over the Project.

1.1.4 Unless otherwise provided, the Architect's responsibility to provide Basic Services during construction of the Project under this Part 2 Agreement commences with the Architect's receipt of the Design/Builder's notice to proceed to the Contractor and terminates at the earlier of the issuance by the Architect to the Design/Builder of the Contractor's final certificate for payment or 60 days after the date of substantial completion of the construction.

1.1.5 If the Architect believes, or is advised by another professional retained to provide services on the Project, that implementation of any instruction received from the Design/Builder would cause a violation of any applicable law, the Architect shall notify the Design/Builder in writing. The Architect shall not be obligated to perform any act which the Architect believes will violate any applicable law.

1.2 BASIC SERVICES—ADMINISTRATION OF THE CONSTRUCTION CONTRACT

1.2.1 The Architect shall provide services as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Part 2 Agreement, unless otherwise provided in this Part 2 Agreement.

1.2.2 The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the Design/Builder and the Architect in writing to become generally familiar with the progress and quality of the construction completed and to determine in general if the construction is being performed in a manner indicating that the construction when completed will be in accordance with the Construction Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the construction. On the basis of on-site observations as an architect, the Architect shall keep the Design/Builder informed of the progress and quality of the construction, and shall endeavor to guard the Design/Builder against defects and deficiencies in the construction. *(More extensive site representation may be agreed to as an Additional Service, as described in Paragraph 1.3.)*

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

1.2.4 The Architect shall at all times have access to the construction wherever it is in preparation or progress.

1.2.5 Instructions to the Contractor shall be forwarded through the Design/Builder. The Architect shall have authority to act on behalf of the Design/Builder only to the extent provided in this Part 2 Agreement. Communications by and with the Architect's consultants shall be through the Architect.

1.2.6 Based on the Architect's observations and evaluations of the Contractor's application for payment, the Architect shall review and certify the amounts due the Contractor.

1.2.7 The Architect's certification of the Contractor's application for payment shall constitute a representation to the Design/Builder, based on the Architect's observations at the site as provided in Subparagraph 1.2.2 and on the data comprising the Contractor's application for payment, that the construction has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, quality of the construction is in accordance with the Construction Documents. The foregoing representations are subject to an evaluation of the construction for conformance with the Construction Documents upon substantial completion, to results of subsequent tests and inspections, to minor deviations from the Construction Documents correctable prior to completion and to specific qualifications expressed by the Architect. The issuance of a certificate for payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified.

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However, 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 construction; (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 Design/Builder 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 Contractor's contract sum.

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

1.2.9 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 Construction Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the construction or in the construction of the Design/Builder or of separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor to the extent required by the Construction Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Construction Documents, the Architect shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Construction Documents.

1.2.10 The Architect shall prepare change orders and construction change directives, with supporting documentation and data if deemed necessary by the Architect as provided in Subparagraphs 1.3.1 and 1.3.5, for the Design/Builder's approval and execution in accordance with the Construction Documents, and may authorize minor changes in the construction not involving an adjustment in the Contractor's contract sum or an extension of the contract time which are not inconsistent with the intent of the Construction Documents.

1.2.11 The Architect shall conduct inspections to determine the date or dates of substantial completion of the construction and the date of final completion, shall receive and forward to the Design/Builder for the Design/Builder's review and records written warranties and related documents required by the Construction Documents and assembled by the Contractor, and shall issue a final certificate for payment upon compliance with the requirements of the Construction Documents.

1.2.12 The Architect shall interpret and decide matters concerning performance of the Design/Builder and the Contractor under the requirements of the Construction Documents on written request of either the Design/Builder or the Contractor. The Architect's response to such requests shall be made with reasonable promptness and within any time limits agreed upon.

1.2.13 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Construction Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect shall endeavor to secure faithful performance by both the Design/Builder and the Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith.

1.2.14 The Architect shall render written decisions within a reasonable time on all claims, disputes or other matters in question between the Design/Builder and the Contractor relating to the execution or progress of the construction as provided in the Construction Documents.

1.2.15 The Architect's decisions on claims, disputes or other matters, including those in question between the Design/Builder and the Contractor, shall be subject to arbitration as provided in this Part 2 Agreement and in the Construction Documents.

1.3 ADDITIONAL SERVICES

1.3.1 The services described in this Paragraph 1.3 are not included in Basic Services unless so identified in Article 10, and they shall be paid for by the Design/Builder as provided in this Part 2 Agreement, in addition to the compensation for Basic Services. The services described under Subparagraphs 1.3.2 and 1.3.4 through 1.3.23 shall only be provided if authorized or confirmed in writing by the Design/Builder. If services described in Subparagraph 1.3.3 are required due to circumstances beyond the Architect's control, the Architect shall notify the Design/Builder prior to commencing such services. If the Design/Builder deems that such services described under Subparagraph 1.3.3 are not required, the Design/Builder shall give prompt written notice to the Architect. If the Design/Builder indicates in writing that all or part of such services are not required, the Architect shall have no obligation to provide those services.

1.3.2 If more extensive representation at the site than is described in Subparagraph 1.2.2 is required, the Architect shall provide one or more Project Representatives to assist in carrying out such additional on-site responsibilities.

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The duties, responsibilities and limitations of authority of Project Representatives shall be as described in the edition of AIA Document B352, Duties, Responsibilities and Limitations of Authority of the Architect's Project Representative, current as of the date of this Part 2 Agreement, unless otherwise agreed.

1.3.3 Making revisions in drawings, specifications or other documents when such revisions are:

.1 inconsistent with approvals or instructions previously given by the Design/Builder, including revisions made necessary by adjustments in the Owner's program or Project budget;

.2 required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; or

.3 due to changes required as a result of the Design/Builder's failure to render decisions in a timely manner.

1.3.4 Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, the Design/Builder's schedule, or the method of bidding or negotiating and contracting for construction.

1.3.5 Preparing drawings, specifications and other documentation and supporting data, evaluating the Contrator's proposals, and providing other services in connection with change orders and construction change directives.

1.3.6 Providing services in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to drawings, specifications and other documentation resulting therefrom.

1.3.7 Providing consultation concerning replacement of construction damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such construction.

1.3.8 Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the construction of the Contractor, or by failure of performance of either the Design/Builder or the Contractor.

1.3.9 Providing services in evaluating an extensive number of claims submitted by the Contractor or others in connection with the construction.

1.3.10 Providing services in connection with a public hearing, arbitration proceeding or legal proceeding except where the Architect is party thereto.

1.3.11 Preparing documents for alternate, separate or sequential bids or providing services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents.

1.3.12 Providing coordination of construction performed by separate contractors or by the Owner's or the Design/Builder's own forces.

1.3.13 Providing services in connection with the work of a construction manager or separate consultants retained by the Design/Builder other than as provided in this Part 2 Agreement.

1.3.14 Providing detailed estimates of construction cost.

1.3.15 Providing detailed quantity surveys or inventories of material, equipment and labor.

1.3.16 Providing analyses of owning and operating costs.

1.3.17 Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.

1.3.18 Providing services for planning tenant or rental spaces.

1.3.19 Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.

1.3.20 Preparing a set of reproducible record drawings showing significant changes in the work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.

1.3.21 Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.

1.3.22 Providing services after issuance of the Contractor's final certificate for payment, or in the absence of a final certificate for payment, more than 60 days after the date of substantial completion of the construction.

1.3.23 Providing services of consultants for other than architectural, structural, mechanical and electrical engineering portions of the Project provided as a part of Basic Services.

ARTICLE 2

DESIGN/BUILDER

2.1 The Design/Builder shall designate a representative authorized to act on the Design/Builder's behalf with respect to the Project. The Design/Builder or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid delay in the orderly and sequential progress of the Architect's services.

2.2 The Design/Builder shall furnish services by land surveyors, geotechnical engineers and other consultants for subsoil, air and water conditions, in addition to those provided under the Part 1 Agreement, when such services are deemed necessary by the Architect to carry out properly the Architect's services under this Part 2 Agreement.

2.3 The Design/Builder shall furnish structural, mechanical, chemical, geotechnical and other laboratory or on-site tests, inspections and reports as required by law or the Construction Documents.

2.4 The Design/Builder shall furnish all cost estimating services required for the Project.

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2.5 The services, information, surveys, and reports required by Paragraphs 2.2 through 2.4 shall be furnished at the Design/Builder's expense to the Architect, and the Architect shall be entitled to rely upon the accuracy and completeness thereof, except to the extent the Design/Builder advises the Architect to the contrary in writing.

2.6 Prompt written notice shall be given by the Design/Builder to the Architect if the Design/Builder becomes aware of any fault or defect in the construction or nonconformance with the Construction Documents.

2.7 The Design/Builder shall furnish the services of other consultants when such services are reasonably required by the scope of the Project and are requested by the Architect.

2.8 The Design/Builder shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services the Design/Builder may require to verify the Contractor's application for payment or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of the Design/Builder.

2.9 The proposed language of certificates or certifications requested of the Architect or the Architect's consultants shall be submitted to the Architect for review and approval at least 14 days prior to execution. The Design/Builder shall not request certifications that would require knowledge or services beyond the scope of this Part 2 Agreement.

ARTICLE 3

OWNERSHIP AND USE OF DOCUMENTS AND ELECTRONIC DATA

3.1 Drawings, specifications, and other documents and electronic data furnished by the Architect are instruments of service. The Architect and other design professionals shall retain all common law, statutory and other reserved rights, including copyright, in those instruments of service furnished by them. Drawings, specifications, and other documents and electronic data are furnished for use solely with respect to this Part 2 Agreement. The Design/Builder shall be permitted to forward to the Owner or retain copies, including reproducible copies, of the drawings, specifications, and other documents and electronic data for information and reference in connection with the Project except as provided in Paragraphs 3.2 and 3.3.

3.2 The Architect's drawings, specifications, and other documents and electronic data shall not be used by the Design/Builder or others on other projects, for additions to this Project or for completion of this Project by others, except by agreement in writing and with appropriate compensation to the Architect for services previously performed, unless the Architect is adjudged to be in default under this Part 2 Agreement.

3.3 If the Design/Builder defaults in the Design/Builder's obligations to the Owner, the Architect shall grant a license to the Owner to use the drawings, specifications, and other documents and electronic data furnished by the Architect to the Design/Builder for the completion of the Project, conditioned upon the Owner's execution of an agreement to cure the Design/Builder's default in payment to the Architect for services previously performed and to indemnify the Architect with regard to claims arising from such reuse without the Architect's professional involvement.

3.4 Submission or distribution of Construction Documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the rights reserved in Paragraph 3.1.

ARTICLE 4

TIME

4.1 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the work. Upon request of the Design/Builder, the Architect shall submit for the Design/Builder's approval a schedule for the performance of the Architect's services which may be adjusted as the Project proceeds, and shall include allowances for periods of time required for the Design/Builder's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Design/Builder shall not, except for reasonable cause, be exceeded by the Architect or the Design/Builder.

ARTICLE 5

PAYMENTS

5.1 The initial payment described in Article 9 shall be made upon execution of this Part 2 Agreement and credited to the Design/Builder's account as provided in Subparagraph 9.1.2.

5.2 Subsequent payments for Basic Services, Additional Services, and Reimbursable Expenses provided for in this Part 2 Agreement shall be made monthly on the basis set forth in Article 9.

5.3 Payments due the Architect under this Part 2 Agreement which are not paid when due shall bear interest from the date due at the rate specified in Paragraph 9.5, or in the absence of a specified rate, at the legal rate prevailing where the Project is located.

5.4 REIMBURSABLE EXPENSES

5.4.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include actual expenditures made by the Architect and the Architect's employees and consultants in the interest of the Project for the expenses listed in Subparagraphs 5.4.2 through 5.4.6.

5.4.2 Expense of transportation in connection with the Project, living expenses in connection with out-of-town

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travel, long-distance communications, and fees paid for securing approval of authorities having jurisdiction over the Project.

5.4.3 Expense of reproductions, postage, handling and delivery of drawings, specifications, and other documents and electronic data or other similar direct Project-related expenses.

5.4.4 If authorized in advance by the Design/Builder, expense of overtime work requiring higher than regular rates.

5.4.5 Expense of renderings, models and mock-ups requested by the Design/Builder.

5.4.6 Expense of any additional insurance coverage or limits, including professional liability insurance, requested by the Design/Builder in excess of that normally maintained by the Architect and the Architect's consultants.

ARTICLE 6

DISPUTE RESOLUTION—MEDIATION AND ARBITRATION

6.1 Claims, disputes or other matters in question between the parties to this Part 2 Agreement arising out of or relating to this Part 2 Agreement or breach thereof shall be subject to and decided by mediation or arbitration. Such mediation or arbitration shall be conducted in accordance with the Construction Industry Mediation or Arbitration Rules of the American Arbitration Association currently in effect.

6.2 In addition to and prior to arbitration, the parties shall endeavor to settle disputes by mediation. Demand for mediation shall be filed in writing with the other party to this Part 2 Agreement and with the American Arbitration Association. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of repose or limitations.

6.3 Demand for arbitration shall be filed in writing with the other party to this Part 2 Agreement and with the American Arbitration Association. A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of repose or limitations.

6.4 An arbitration pursuant to this Article may be joined with an arbitration involving common issues of law or fact between the Architect and any person or entity with whom the Design/Builder or the Architect has a contractual obligation to arbitrate disputes. No other arbitration arising out of or relating to this Part 2 Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Part 2 Agreement or not a party to an agreement with the Design/Builder or the Architect, except by written consent containing a specific reference to this Part 2 Agreement signed by the Design/Builder, the Architect, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Part 2 Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 7

MISCELLANEOUS PROVISIONS

7.1 Unless otherwise provided, this Part 2 Agreement shall be governed by the law of the place where the Project is located.

7.2 The Design/Builder and the Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Part 2 Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Part 2 Agreement. Neither the Design/Builder nor the Architect shall assign this Part 2 Agreement without the written consent of the other.

7.3 This Part 2 Agreement represents the entire and integrated agreement between the Design/Builder and the Architect and supersedes prior negotiations, representations or agreements, either written or oral. This Part 2 Agreement may be amended only by written instrument signed both the Design/Builder and the Architect.

7.4 The Design/Builder and the Architect waive all rights against each other and the Owner, the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Part 2 Agreement. The Design/Builder or the Architect, as appropriate, shall require similar waivers from the Owner and their contractors, consultants and agents.

7.5 Causes of action between the parties to this Part 2 Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of substantial completion of the construction for acts or failures to act occurring prior to substantial completion of the construction, or the date of issuance of the final certificate for payment for acts or failures to act occurring after substantial completion of the construction.

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7.6 Nothing contained in this Part 2 Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Design/Builder or the Architect.

ARTICLE 8
TERMINATION OF THE AGREEMENT

8.1 If the Agreement between the Owner and the Design/Builder is terminated, the Design/Builder may terminate this Part 2 Agreement without cause.

8.2 This Part 2 Agreement may be terminated by either party upon not less than seven (7) days' written notice should the other party fail substantially to perform in accordance with the terms of this Part 2 Agreement through no fault of the party initiating the termination.

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

8.4 This Part 2 Agreement may be terminated by the Design/Builder upon not less than seven (7) days' written notice to the Architect in the event that the Project is permanently abandoned. If the Project is abandoned by the Design/Builder for more than 90 consecutive days, the Architect may terminate this Part 2 Agreement by giving written notice.

8.5 Failure of the Design/Builder to make payments to the Architect in accordance with this Part 2 Agreement shall be considered substantial nonperformance and cause for termination.

8.6 If the Design/Builder fails to make payment when due the Architect for services and expenses, the Architect may, upon seven (7) days' written notice to the Design/Builder, suspend performance of services under this Part 2 Agreement. Unless payment in full is received by the Architect within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Architect shall have no liability to the Design/Builder for delay or damage caused the Design/Builder because of such suspension of services.

8.7 In the event of termination in accordance with Paragraph 8.1 or termination not the fault of the Architect, the Architect shall be compensated for services properly performed prior to receipt of notice of termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Paragraph 8.8.

8.8 Termination Expenses are in addition to compensation for Basic and Additional Services, and include expenses which are directly attributable to termination. Termination Expenses shall be computed as an equitable percentage of the total compensation for Basic Services and Additional Services earned to the time of termination, unless otherwise provided in Article 10.

ARTICLE 9
BASIS OF COMPENSATION

The Design/Builder shall compensate the Architect in accordance with Article 5, Payments, and the other provisions of this Part 2 Agreement as described below.

9.1 COMPENSATION FOR BASIC SERVICES

9.1.1 FOR BASIC SERVICES, compensation shall be as follows:

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9.1.2 AN INITIAL PAYMENT of Dollars ($)
shall be made upon execution of this Agreement and credited to the Design/Builder's account as follows:

9.1.3 SUBSEQUENT PAYMENTS shall be as follows:

9.2 COMPENSATION FOR ADDITIONAL SERVICES

9.2.1 FOR ADDITIONAL SERVICES, compensation shall be as follows:

9.3 REIMBURSABLE EXPENSES

9.3.1 FOR REIMBURSABLE EXPENSES, compensation shall be a multiple of
( ) times the amounts expended.

9.4 If a MULTIPLE OF DIRECT PERSONNEL EXPENSES is the basis of compensation, Direct Personnel Expense is defined as the direct salaries of all the Architect's personnel engaged on the Project, and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

9.5 INTEREST PAYMENTS

9.5.1 The rate of interest for past due payments shall be as follows:

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Design/Builder's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletion, modification or other requirements, such as written disclosures or waivers.)

9.6 IF THE SCOPE of the Project or of the Architect's services is changed materially, the amounts of compensation shall be equitably adjusted.

9.7 IF THE SERVICES covered by this Part 2 Agreement have not been completed within
( ) months of the date hereof, through no fault of the Architect, the compensation, rates and multiples set forth herein shall be equitably adjusted.

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ARTICLE 10

OTHER CONDITIONS AND SERVICES

10.1 The Basic Services to be performed shall be commenced on
and, subject to authorized adjustments and to delays not caused by the Architect, including those resulting from the required performance of Additional Services, shall be completed in ( )
calendar days.

10.2 The Basic Services beyond those described in Article 1 are:

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

DESIGN/BUILDER	ARCHITECT
(Signature)	*(Signature)*
(Printed name and title)	*(Printed name and title)*

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