

AIA DOCUMENT C141-1997

Standard Form of Agreement Between Architect and Consultant

GENERAL INFORMATION

PURPOSE. AIA Document C141-1997 is a standard form of agreement to be used by the Architect and the Consultant providing services to the Architect to establish their responsibilities to each other and their mutual rights under the Agreement. This document may be used with a variety of compensation methods, including multiple of direct personnel expense and stipulated sum.

RELATED DOCUMENTS. C141-1997 references a pre-existing Owner-Architect Agreement known as the Prime Agreement. AIA Documents B141-1997, B141/CMa, B151-1997 and B163 are the documents most frequently used to form the basis of the Prime Agreement.

For consulting services other than normal engineering services, such as acoustical engineering or specification writing, C727, Standard Form of Agreement Between Architect and Consultant for Special Services, may be suitable. When AIA Document B141-1997 or B151-1997 forms the basis of the Prime Agreement, AIA Document C142-1997, Abbreviated Standard Form of Agreement Between Architect and Consultant, may be used in place of C141-1997 in some instances. Note that C141-1997 or C727 may be suitable, with modifications, for use with B171, Interior Design Services Agreement; B181, Owner-Architect Agreement for Housing Services; and B188, Standard Form of Agreement Between Owner and Architect for Limited Architectural Services for Housing Projects.

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 may be enforceable under the Federal Arbitration Act.

The AIA does not administer dispute resolution processes. To submit disputes to mediation or to 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.

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 AIA's standard 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.



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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

C141-1997 has been revised to reflect changes made in AIA Document B141-1997, Standard Form of Agreement Between Owner and Architect.

ARTICLE 3: The Consultant is now required to maintain the confidentiality of information designated as confidential, and to avoid the appearance of conflicts of interest. The Consultant is also required to bear an appropriate share of responsibility assumed by the Architect under B141-1997 for meeting the Owner's budget.

ARTICLE 4: The Consultant's services are no longer structured in terms of phases.

ARTICLE 5: The Consultant's services are no longer divided into Basic, Additional and Contingent Additional Services. Circumstances are now described that will entitle the Consultant to a change in services and a corresponding adjustment in compensation.

ARTICLE 6: The Architect is now required to provide the Consultant with information needed by the Consultant to evaluate, give notice of, or enforce lien rights.

ARTICLE 8: New provisions have been added giving greater protection to the Consultant's drawings, specifications, and other documents, and specifically those in electronic format. Under this new language, the Consultant grants the Architect non-exclusive rights to use construction documents on a project without suggesting that the Consultant has conferred any other rights in those documents.

ARTICLE 9: Mediation has been added as a precursor to arbitration. The parties waive consequential damages (i.e., indirect damages) arising out of their agreement.

ARTICLE 10: A new provision has been added for termination for the Architect's convenience.

ARTICLE 12: A new provision has been added specifically requiring that payment to the Consultant shall be made monthly upon presentation of the Consultant's statement.

USING THE C141-1997 FORM

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 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



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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.

COVER PAGE

Date: The date represents the date the Agreement becomes effective. It may be the date 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, limited liability, 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. Other information may be added, such as telephone numbers and electronic addresses.

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 13—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 13.1 Insert the basis of the Consultant's compensation for services described in referenced provisions. 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 Consultant's personnel engaged on the Project excluding any costs of mandatory or customary contributions and benefits. Compensation for services rendered by subconsultants shall be based on a multiple of () times the amounts billed by subconsultants."

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 12.7):

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

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 subconsultants shall be based on a multiple of () times the amounts billed by subconsultants."

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.)*



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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 subconsultants shall be based on a multiple of _____ (_____) times the amounts billed by subconsultants."

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(\$ _____). Progress payments shall be allocated to services as follows:

[Services A]	percent (_____)	(_____)%
[Services B]	percent (_____)	(_____)%
[Services C]	percent (_____)	(_____)%
[Services D]	percent (_____)	(_____)%
[Services E]	percent (_____)	(_____)%

Total Compensation _____ one hundred percent (_____ 100%)"

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 7.1. Progress payments shall be allocated to services as follows:" *(Insert a table for allocation of percentages of compensation as shown above for stipulated sum.)*

SUBPARAGRAPH 13.2.1 Insert the basis of compensation for the services of Project Representatives.

SUBPARAGRAPH 13.2.2 Insert basis of compensation for Change in Services of the Consultant. Hourly rates or multiples should be used; see methods of compensation shown above for Paragraph 13.1. **NOTE:** If no basis of compensation is indicated in this subparagraph, Subparagraph 13.4.1 will be ineffective.

SUBPARAGRAPH 13.2.3 Insert the multiple to be used to determine the cost to the Architect of other services of subconsultants as defined in Article 5 or Article 14.

PARAGRAPH 13.3 Insert the multiple to be used to determine the amount due the Consultant for Reimbursable Expenses of the Consultant and the Consultant's employees and subconsultants as described in Subparagraph 12.6.1 or Article 14.

SUBPARAGRAPH 13.4.1 Insert the number of months beyond which the Consultant shall be compensated as provided in Subparagraph 13.2.2.

SUBPARAGRAPH 13.4.3 Insert provisions on the conditions, contingencies, timing and manner of payments, including interest on overdue payments. Interest rates should be carefully checked with the assistance of legal counsel against state usury laws, the Federal Truth in Lending Act and similar state and local consumer credit laws.

PARAGRAPH 13.5 After consultation with insurance counsel for the Architect and Consultant, insert the minimum limits for each type of insurance required in Subparagraphs 12.8.1 and 12.8.2, as well as other coverages that may be necessary to protect the parties to this Agreement.

ARTICLE 14—OTHER CONDITIONS OR SERVICES

Insert provisions, if any, on special compensation arrangements, subconsultants, 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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AGREEMENT made as of the
in the year
(In words, indicate day, month and year)

day of

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

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

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

Consultant's Discipline or Services:

Consultant's Designated Representative is:
(Name, address and other information)

The Architect has made an agreement, hereinafter known as the Prime Agreement, with the Architect's client identified as the Owner:
(Name, address and other information)

Dated:
(In words, indicate month, day and year of the Owner-Architect Agreement)

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

The Architect and the Consultant agree as follows.

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ARTICLE 1 DESCRIPTION OF SCOPE

The Consultant shall provide the Architect with the following professional services in the same manner and to the same extent as the Architect is bound by the Prime Agreement to provide such services for the Owner.

(Describe the type of consulting services applicable to the professional discipline.)

ARTICLE 2 GENERAL PROVISIONS

2.1 A copy of the Architect's agreement with the Owner, known as the Prime Agreement (from which compensation amounts may be deleted), is attached as Exhibit A and is made a part of this Agreement.

2.2 The part of the Project for which the Consultant is to provide services is hereinafter called This Part of the Project. Except as set forth herein, the Consultant shall not have any duties or responsibilities for any other part of the Project.

2.3 The Consultant is an independent contractor for This Part of the Project, responsible for methods and means used in performing the Consultant's services under this Agreement, and is not an employee, agent or partner of the Architect.

2.4 The Architect shall be the general administrator of the professional services for the Project, and shall facilitate the exchange of information among the consultants retained by the Architect for the Project as necessary for the coordination of This Part of the Project. Except as authorized by the Architect, all communications between the Consultant and the Owner, Contractor or other consultants for the Project shall be forwarded through the Architect.

ARTICLE 3 CONSULTANT'S RESPONSIBILITIES

3.1 GENERAL RESPONSIBILITIES

3.1.1 The services performed by the Consultant, Consultant's employees and Consultant's subconsultants shall be as enumerated in Articles 4, 5 and 14.

3.1.2 The Consultant shall designate a representative authorized to act on behalf of the Consultant with respect to This Part of the Project.

3.1.3 The Consultant shall recommend to the Architect that appropriate investigations, surveys, tests, analyses and reports be obtained as necessary for the proper execution of the Consultant's services.

3.1.4 The Consultant's services shall be coordinated with those of the Architect and other consultants for the Project in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's or other consultants' services.



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3.1.5 The Consultant shall provide copies of drawings, reports, specifications and other necessary information to the Architect and other consultants for coordination and review during the course of the Project. All aspects of the Work designed by the Consultant shall be coordinated by the Consultant, and the Consultant shall become familiar with the Work designed by the Architect and other consultants as necessary for the proper coordination of This Part of the Project.

3.1.6 The Consultant shall cooperate with the Architect in determining the proper share of the budget for the Cost of the Work to be allocated to This Part of the Project.

3.1.7 The Consultant shall not be responsible for the acts or omissions of the Architect, Architect's other consultants, Contractor, Subcontractors, their agents or employees, or other persons performing any of the Work.

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

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

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

3.2 EVALUATION OF BUDGET AND COST OF WORK

3.2.1 When the Project requirements have been sufficiently identified, the Consultant shall prepare and submit to the Architect a preliminary estimate of Cost of the Work for This Part of the Project. This estimate may be based on current area, volume or similar conceptual estimating techniques, as directed by the Architect. As the design process progresses through the end of the preparation of the Construction Documents, the Consultant shall update and refine the preliminary estimate of the Cost of the Work. The Consultant shall advise the Architect 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 Consultant's estimate of the Cost of the Work for this Part of the Project would cause the Owner's budget to be exceeded, the Consultant shall make appropriate recommendations to the Architect to adjust the Project's size, quality or budget.

3.2.2 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 Consultant for This Part of the Project represent the Consultant's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Consultant nor Architect 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.



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Accordingly, the Consultant cannot and does not warrant or represent that bids or negotiated prices for This Part of the Project 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 Consultant.

3.2.3 In preparing estimates for the Cost of the Work for This Part of the Project, the Consultant, after conferring with 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 with respect to This Part of the Project; to make reasonable adjustments in the scope of This Part 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 for This Part of the Project. If an increase in the Contract Sum occurring after the execution of the Contract between the Owner and Contractor causes the budget for the Cost of the Work to be exceeded, that budget shall be increased accordingly.

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

3.2.5 If the budget for the Cost of the Work for This Part of the Project is exceeded by the lowest bona fide bid or negotiated proposal, the Architect shall

1. give written approval of an increase in the budget;
2. authorize rebidding or renegotiating of the Project within a reasonable time;
3. terminate in accordance with Paragraph 10.6; or
4. cooperate in revising the Project scope and quality as required to reduce the Cost of the Work.

If the Architect chooses to proceed under Clause 3.2.5.4, the Consultant, without additional compensation, shall modify the documents for which the Consultant is responsible, so that the Consultant may bear a reasonable portion of the burden of reducing the Cost of the Work for This Part of the Project as necessary to comply with the budget for the Cost of the Work. The modification of such documents without cost to the Architect shall be the limit of the Consultant's responsibility under this Paragraph 3.2. The Consultant shall be entitled to compensation in accordance with this Agreement for all services performed whether or not construction is commenced.

ARTICLE 4 SCOPE OF CONSULTANT'S SERVICES

4.1 SCHEMATIC DESIGN

4.1.1 The Consultant shall ascertain the requirements for This Part of the Project and shall confirm such requirements to the Architect.

4.1.2 The Consultant shall review alternative systems with the Architect, attend necessary conferences, prepare necessary analyses, drawings and other documents, be available for general consultation, and make recommendations regarding basic systems for This Part of the Project. When necessary, the Consultant shall consult with public agencies and other organizations concerning utility services and requirements.

4.2 DESIGN DEVELOPMENT

When authorized by the Architect, the Consultant shall prepare Design Development Documents from the Schematic Design studies approved by the Owner and confirmed by the Architect. The Design Development Documents shall consist of drawings and other documents to fix and describe This Part of the Project, including materials, equipment, component systems and types



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of construction or installation as may be appropriate, all of which are to be approved by the Owner and Architect.

4.3 CONSTRUCTION DOCUMENTS

4.3.1 When authorized by the Architect, the Consultant shall prepare, from the Design Development Documents approved by the Owner and confirmed by the Architect, Drawings and Specifications setting forth in detail the requirements for the construction of This Part of the Project, all of which are to be approved by the Owner and Architect. The Consultant shall prepare the Drawings and Specifications in such format as the Architect may reasonably require.

4.3.2 The Consultant shall assist the Architect as necessary in connection with the Owner's responsibility for filing the documents concerning This Part of the Project required for the approval of governmental authorities having jurisdiction over the Project.

4.4 BIDDING OR NEGOTIATION

The Consultant shall assist the Architect and Owner in obtaining and evaluating bids or negotiated proposals, and assist in awarding and preparing contracts for construction or installation.

4.5 CONTRACT ADMINISTRATION SERVICES

4.5.1 The Consultant'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 Consultant shall be entitled to a Change in Services in accordance with Paragraph 5.1 when Contract Administration Services extend 60 days after the date of Substantial Completion of the Work.

4.5.2 The Consultant shall assist the Architect in the administration of the Contract between Owner and Contractor with respect to This Part of the Project as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, identified in the Prime Agreement, unless otherwise provided in this Agreement.

4.5.3 The Consultant shall visit the site at intervals appropriate to the stage of the Contractor's operations for This Part of the Project, or as otherwise agreed with the Architect in writing, (1) to become generally familiar with and to keep the Architect informed about the progress and quality of the portion of the Work completed for This Part of the Project, (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 Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work for This Part of the Project. The Consultant 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 for This Part of the Project, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

4.5.4 The Consultant shall report to the Architect known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, the Consultant shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Consultant shall be responsible for the Consultant'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.

4.5.5 The Consultant shall at all times have access to the Work for This Part of the Project, wherever it is in preparation or progress.



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4.5.6 Based on the Consultant's evaluations of the Work and of the Contractor's Applications for Payment, the Consultant shall assist the Architect in determining the amounts due the Contractor for This Part of the Project and shall certify such amounts to the Architect in writing.

4.5.7 Certification for payment by the Consultant to the Architect of the amounts due the Contractor shall constitute a representation to the Architect, based on the Consultant's evaluation of the Work as provided in Subparagraph 4.5.3 and on the data comprising the Contractor's Application for Payment, that the Work for This Part of the Project has progressed to the point indicated and that, to the best of the Consultant'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 Consultant.

4.5.8 Upon written request of the Architect, the Consultant shall furnish to the Architect with reasonable promptness, in writing or in the form of drawings, interpretations of the Contract Documents prepared by the Consultant, if, in the opinion of the Architect, such interpretations are necessary for the proper execution or progress of the Work.

4.5.9 The Consultant shall within a reasonable time render written recommendations on claims, disputes and other matters in question between the Owner and Contractor relating to the execution or progress of This Part of the Project as provided by the Contract Documents.

4.5.10 The Consultant shall assist the Architect in determining whether the Architect shall reject Work for This Part of the Project which does not conform to the Contract Documents or whether additional inspection or testing is required.

4.5.11 The Consultant shall review and approve or take other appropriate action upon the Contractor's submittals pertaining to This Part of the Project, 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. Following such appropriate action, the Consultant shall forward the Contractor's submittals to the Architect for final disposition. The Consultant'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 Consultant'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, as required for this Part of the Project by the Contract Documents. The Consultant's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Consultant, of any construction means, methods, techniques, sequences or procedures. The Consultant's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

4.5.12 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 Consultant 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 Consultant shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

4.5.13 The Consultant shall assist the Architect in preparing Change Orders and Construction Change Directives for This Part of the Project for the Owner's approval and execution in accordance with the Contract Documents, and may recommend to the Architect 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.

4.5.14 The Consultant shall assist the Architect in conducting inspections, with respect to This Part of the Project, to determine the date or dates of Substantial Completion and the date of final completion, shall review and approve, or take other appropriate action on, the Contractor's list of items to be completed or corrected, and shall forward the list to the Architect for final disposition. The Consultant shall assist the Architect in receiving from the Contractor and forwarding to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor with respect to This Part of the Project. If requested, the Consultant shall issue to the Architect a final certification in writing with respect to final payment for This Part of the Project.

ARTICLE 5 OTHER SERVICES

5.1 CHANGE IN SERVICES

5.1.1 Change in Services of the Consultant other than a change required to bring This Part of the Project within the Project budget for the Cost of the Work, including services required of subconsultants, may be accomplished after execution of this Agreement, without invalidating the Agreement, if mutually agreed in writing, if required by circumstances beyond the Consultant's control, or if the Consultant's services are affected as described in Subparagraph 5.1.2. In the absence of mutual agreement in writing, the Consultant shall notify the Architect prior to providing such services. If the Architect deems that all or a part of such Change in Services is not required, the Architect shall give prompt written notice to the Consultant, and the Consultant shall have no obligation to provide those services. Except for a change due to the fault of the Consultant, Change in Services of the Consultant shall entitle the Consultant to an adjustment in compensation pursuant to Subparagraph 13.2.2, and to any Reimbursable Expenses described in Paragraph 12.6.

5.1.2 If any of the following circumstances affect the Consultant's services for the Project, the Consultant shall be entitled to an appropriate adjustment in the Consultant'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;
- .3 decisions of the Owner not rendered in a timely manner;
- .4 significant changes in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget, or procurement method;
- .5 evaluation of the Owner's or Contractor's proposals, including the preparation or revision of Instruments of Service, and provision of other services in connection with Change Orders and Construction Change Directives;
- .6 providing consultation concerning replacement of Work resulting from fire or other causes during construction;
- .7 failure of performance on the part of the Owner, the Owner's consultants or contractors;
- .8 evaluation of an extensive number of claims submitted by the Owner's consultants, the Contractor or others in connection with the Work;
- .9 preparation for and attendance at a public hearing, a dispute resolution proceeding or a legal proceeding except where the Consultant is party thereto;



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- .10 evaluation of substitutions proposed by the Owner or the Contractor after the award of the Contract for Construction;
- .11 preparation of design and documentation for alternate bids or proposal requests proposed by the Owner;
- .12 change in the Preliminary Project information contained in the Agreement between Owner and Architect; or
- .13 Contract Administration Services provided 60 days after the date of Substantial Completion of the Work.

5.2 PROJECT REPRESENTATION SERVICES

5.2.1 If more extensive representation at the site than is described under Subparagraph 4.5.3 is required for This Part of the Project, the Consultant shall, if requested by the Architect, provide one or more Project Representatives to assist the Consultant in carrying out such additional on-site responsibilities.

5.2.2 Project Representatives shall be selected, employed and directed by the Consultant, and the Consultant shall be compensated therefor as agreed by the Architect and Consultant. The duties, responsibilities and limitations of authority of Project Representatives shall be as described in an exhibit to this Agreement.

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

ARTICLE 6 ARCHITECT'S RESPONSIBILITIES

6.1 The Architect shall provide available information in a timely manner regarding requirements for and limitations on This Part of the Project. The Architect shall furnish to the Consultant, within 21 days after receipt of a written request, information necessary and relevant for the Consultant to evaluate, give notice of or enforce lien rights.

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

6.3 If the Consultant considers it necessary for This Part of the Project, the Architect shall request that the Owner furnish the services of other consultants when such services are reasonably required by the scope of the Project, including 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 information on the survey shall be referenced to a Project benchmark.

6.4 On the Consultant's request for This Part of the Project, the Architect shall furnish to the Consultant, in a timely manner, (1) detailed layouts showing the location of connections, and (2) tabulations giving sizes and loads of equipment designed, specified or furnished by others for incorporation into other parts of the Project.



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6.5 On the Consultant's request for This Part of the Project, the Architect shall request the Owner to furnish, in a timely manner, the services of geotechnical engineers. 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 tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate recommendations.

6.6 On the Consultant's request for This Part of the Project, the Architect shall request the Owner to 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.

6.7 The services, information, surveys and reports required by Paragraphs 6.3 through 6.6 shall be furnished at no expense to the Consultant, who shall be entitled to rely upon the accuracy and completeness thereof. The Consultant shall provide prompt written notice to the Architect if the Consultant becomes aware of any errors, omissions or inconsistencies in such services or information.

6.8 The Architect shall provide prompt written notice to the Consultant if the Architect becomes aware of any fault or defect with respect to This Part of the Project including any errors, omissions or inconsistencies in the Consultant's Instruments of Service.

6.9 The Architect shall confer with the Consultant before issuing interpretations or clarifications of documents prepared by the Consultant and shall request the recommendation of the Consultant before providing interpretations or clarifications of Shop Drawings, Product Data, Samples or other submissions of the Contractor, or upon Change Orders and Construction Change Directives affecting This Part of the Project.

6.10 The Architect shall furnish to the Consultant a copy of the preliminary estimate or updated estimates of Cost of the Work as submitted to the Owner, bidding documents, bid tabulations, negotiated proposals and Contract Documents, including Change Orders and Construction Change Directives as issued, to the extent that they pertain to This Part of the Project.

6.11 The Architect shall advise the Consultant of the identity of other consultants participating in the Project and the scope of their services.

6.12 The Architect shall review the Consultant's work for compliance with the Owner's program and for overall coordination with the architectural and engineering requirements.

ARTICLE 7 COST OF THE WORK

7.1 DEFINITION

7.1.1 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 and the Architect's consultants. The Cost of the Work for This Part of the Project shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Consultant.

7.1.2 The Cost of the Work or the Cost of the Work for This Part of the Project 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 or Consultant, 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



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addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work.

7.1.3 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 Architect as provided in Article 6 of this Agreement, or that are the responsibility of the Owner as defined in the Prime Agreement.

ARTICLE 8 INSTRUMENTS OF SERVICE

8.1 Drawings, specifications, and other documents, including those in electronic form, prepared by the Consultant are Instruments of Service for use solely with respect to this Project. Unless otherwise provided, the Consultant shall be deemed the author and owner of the Consultant's Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

8.2 Upon execution of this Agreement, the Consultant grants to the Architect a nonexclusive license to reproduce the Consultant's Instruments of Service for purposes of designing, administering, using and maintaining the Project, provided that the Architect shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. Such license shall permit the Architect to include the Consultant's Instruments of Service in a similar nonexclusive license to the Owner in the Prime Agreement, authorizing the Owner and the Owner's contractors and consultants to reproduce applicable portions of the Consultant's Instruments of Service solely for purposes of constructing, using and maintaining the Project. Any termination of this Agreement prior to completion of the Project shall terminate this license. Upon such termination, the Architect shall refrain from making further reproductions of the Consultant's Instruments of Service and shall return to the Consultant within seven days of termination all originals and reproductions in the Architect's possession or control. If and upon the date the Consultant is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license that permits the Architect, and the Owner through the Architect, to continue to use and to reproduce the Consultant's Instruments of Service and 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. If the Architect is adjudged in default of the Prime Agreement, the Consultant, upon written request of the Owner, shall grant a nonexclusive license to the Owner to reproduce the Consultant's Instruments of Service solely for purposes of completing, using and maintaining the Project. In such event, the Owner shall not make changes in the Consultant's Instruments of Service without the Consultant's written permission.

8.3 Except for the licenses granted in Paragraph 8.2, no other license or right shall be deemed granted or implied under this Agreement. The Architect shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Consultant. Submission or distribution of Instruments of Services 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 Consultant. The Architect shall not use the Consultant's Instruments of Service for future additions or alterations to this Project or for other projects, unless the Architect obtains the prior written agreement of the Consultant. Any unauthorized use of the Instruments of Service shall be at the Architect's sole risk and without liability to the Consultant.

8.4 Prior to the Consultant providing to the Architect any Instruments of Service in electronic form or the Architect providing to the Consultant any electronic data for incorporation into the Instruments of Service, the Architect and Consultant shall by separate written agreement set forth



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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.

8.5 The Architect and Consultant shall not make changes in each other's Instruments of Service without written permission of the other party.

8.6 The Consultant shall maintain on file and make available to the Architect design calculations for This Part of the Project, and shall furnish copies thereof to the Architect on request.

ARTICLE 9 DISPUTE RESOLUTION

9.1 MEDIATION

9.1.1 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 Consultant's services, the Consultant 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.

9.1.2 The Architect and Consultant 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.

9.1.3 The parties agree to split 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.

9.2 ARBITRATION

9.2.1 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 9.1.

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

9.2.3 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.

9.2.4 An arbitration arising out of or related to this Agreement may be consolidated with an arbitration between the Architect and any other person or entity if such arbitration involves common issues of fact relating to the performance by the Consultant of the Consultant's obligations under this Agreement.



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9.2.5 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.

9.3 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Architect and Consultant 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 Article 10.

ARTICLE 10 TERMINATION OR SUSPENSION

10.1 This Agreement may be terminated at such time as the Prime Agreement is terminated. The Architect shall promptly notify the Consultant of such termination.

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

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

10.4 If the Project is suspended for more than 90 consecutive days by either party, the Consultant may terminate this Agreement by giving not less than seven days' written notice.

10.5 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.

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

10.7 In the event of termination not the fault of the Consultant, the Consultant shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Paragraph 10.8.

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



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ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 This Agreement shall be governed by the law of the principal place of business of the Architect, unless otherwise provided in Article 14.

11.2 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 identified in the Prime Agreement.

11.3 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 limitation commence to run any later than the date when the services are substantially completed.

11.4 To the extent damages are covered by property insurance during construction, the Architect and Consultant waive all rights against each other and against the Owner, 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 identified in the Prime Agreement. The Consultant or the Architect, as appropriate, shall require of the Owner, contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

11.5 The Architect and Consultant, 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 Architect nor Consultant shall assign this Agreement without the written consent of the other.

11.6 This Agreement represents the entire and integrated agreement for This Part of the Project between the Architect and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Architect and Consultant.

11.7 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 Architect or Consultant.

11.8 Unless otherwise provided in this Agreement, the Architect and Consultant 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.

ARTICLE 12 PAYMENTS TO THE CONSULTANT

12.1 Payments on account of services rendered and for Reimbursable Expenses incurred shall be made monthly upon presentation of the Consultant's statement of services. No deductions shall be made from the Consultant'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 Consultant has been adjudged to be liable.

12.2 The Architect shall disclose to the Consultant, prior to the execution of this Agreement, contingent or other special provisions relative to compensation that are included in the Architect's understanding with the Owner or in the Prime Agreement.



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12.3 The Consultant shall submit invoices for services and Reimbursable Expenses in accordance with the provisions of the Prime Agreement. The Architect shall review such invoices and, if they are considered incorrect or untimely, the Architect shall review the matter with the Consultant and confirm in writing to the Consultant, within ten days from receipt of the Consultant's billing, the Architect's understanding of the disposition of the issue.

12.4 If and to the extent that the time initially established in Subparagraph 13.4.1 of this Agreement is exceeded or extended through no fault of the Consultant, compensation for services rendered during the additional period of time shall be computed in the manner set forth in Paragraph 13.2.

12.5 Payments to the Consultant shall be made promptly after the Architect is paid by the Owner under the Prime Agreement. The Architect shall exert reasonable and diligent efforts to collect prompt payment from the Owner. The Architect shall pay the Consultant in proportion to amounts received from the Owner which are attributable to the Consultant's services rendered.

12.6 REIMBURSABLE EXPENSES

12.6.1 Reimbursable Expenses are in addition to compensation for the Consultant's services and include expenses incurred by the Consultant and Consultant's employees and subconsultants 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; and
6. expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner or Architect in excess of that normally carried by the Consultant.

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

12.7 DIRECT PERSONNEL EXPENSE

Direct Personnel Expense is defined as the direct salaries of the Consultant'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.

12.8 INSURANCE

12.8.1 If required by the Architect, the Consultant shall obtain insurance covering claims arising out of the performance of professional services under this Agreement and caused by errors, omissions or negligent acts for which the Consultant is liable. The Consultant shall maintain this insurance in force, if available, after the completion of professional services under this Agreement until the expiration of the applicable statutes of limitations. In the event there is no such statute specifically applicable to design and construction of improvements to real property, this insurance, if available, shall be maintained in force by the Consultant for a reasonable period after the date of Substantial Completion of the Project as agreed to by the Architect and Consultant.

12.8.2 Unless otherwise agreed, the Architect and Consultant shall each provide insurance to protect themselves from claims under workers' compensation acts; from claims for damages because of bodily injury, including personal injury, sickness, disease, or death of any employees or of any other person; from claims for damages because of injury to or destruction of property including loss of use resulting therefrom; and from damage to or destruction of property including valuable papers and records coverage and including loss of use resulting therefrom.

12.8.3 The insurance required pursuant to Subparagraphs 12.8.1 and 12.8.2 shall be in not less than the minimum limits required by law or by Paragraph 13.5.

12.8.4 The Consultant shall furnish to the Architect certificates of insurance evidencing the insurance required by Subparagraphs 12.8.1 and 12.8.2, including appropriate evidence that each type of insurance includes appropriate coverages for this specific Project. Certificates shall contain provisions that at least 30 days' prior written notice will be given to the Architect in the event of cancellation, reduction in or nonrenewal of the insurance.

ARTICLE 13 BASIS OF COMPENSATION

The Architect shall compensate the Consultant as follows:

13.1 COMPENSATION

For services, as described in Paragraph 4.1 through Subparagraph 4.5.14 and other services included in Article 14 as part of those services, compensation shall be computed as follows:

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

13.2 COMPENSATION FOR OTHER SERVICES

13.2.1 For Project representation services, as described in Paragraph 5.2, compensation shall be computed as follows:

13.2.2 For other services of the Consultant, as described in Article 5, other than Project representation described in Paragraph 5.2, compensation shall be computed as follows:

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



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13.2.3 For other services of subconsultants for other than normal consulting services for This Part of the Project, as provided under Subparagraph 13.2.2 or identified in Article 5 as Other Services, a multiple of () times the amounts billed to the Consultant for such services.
(Identify specific types of consultants in Article 14, if required.)

13.3 REIMBURSABLE EXPENSES

For Reimbursable Expenses, as described in Paragraph 12.6, a multiple of () times the expenses incurred by the Consultant, the Consultant's employees and subconsultants directly related to the Project.

13.4 ADDITIONAL PROVISIONS

The Architect and Consultant agree in accordance with the Terms and Conditions of this Agreement that:

13.4.1 If services covered by this Agreement have not been completed within () months of the date hereof, through no fault of the Consultant for This Part of the Project, extension of the Consultant's services beyond that time shall be compensated on the basis of hourly rates and multiples as provided in Subparagraph 13.2.2.

13.4.2 The rates and multiples set forth for services shall be annually adjusted in accordance with normal salary review practices of the Consultant.

13.4.3 PAYMENT PROVISIONS

(Insert provisions as to conditions, contingencies, times, manner and other particulars concerning payments, including any provisions for the payment of interest.)

13.5 INSURANCE COVERAGES

(After consultation with insurance counsel for the Architect and Consultant, insert the minimum limits of insurance required for each type of insurance required in Subparagraphs 12.8.1 and 12.8.2, and other coverages which may be necessary to protect them. If insurance required is in excess of what the Consultant normally carries, the Consultant will be reimbursed if the Architect is reimbursed by the Owner.)



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ARTICLE 14 OTHER CONDITIONS OR SERVICES

(Insert descriptions of other services, identify specific types of subconsultants, and identify modifications to the payment and compensation terms included in this Agreement.)

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

ARCHITECT *(Signature)*

CONSULTANT *(Signature)*

(Printed Name and Title)

(Printed Name and Title)

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AIA DOCUMENT C142-1997

Abbreviated Standard Form of Agreement Between Architect and Consultant

GENERAL INFORMATION

PURPOSE. AIA Document C142-1997 is an abbreviated standard form of agreement between Architect and Consultant. It is intended for use by consultants providing services to architects on projects where the complexity and detail of AIA Document C141-1997, Standard Form of Agreement Between Architect and Consultant, are not required. This document may be used with a variety of compensation methods, including multiple of direct personnel expense and stipulated sum.

RELATED DOCUMENTS. AIA Document C142-1997 is intended to be used with AIA Document B141-1997, Standard Form of Agreement Between Owner and Architect. Alternatively, AIA Document B151-1997, Abbreviated Standard Form of Agreement Between Owner and Architect, may be used. The Owner-Architect Agreement is adopted by reference and should be attached to C142-1997 as "Exhibit A." C727, Standard Form of Agreement Between Architect and Consultant for Special Services, is another option that may be appropriate in some circumstances.

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.

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 AIA's standard 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



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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

C142-1997 has been revised to reflect changes made in AIA Document B141-1997, Standard Form of Agreement Between Owner and Architect.

ARTICLE 2: The Consultant is now required to maintain the confidentiality of information designated as confidential, and to avoid the appearance of conflicts of interest.

ARTICLE 4: The Architect is now required to provide the Consultant with information needed by the Consultant to evaluate, give notice of, or enforce lien rights.

ARTICLE 5: A new provision has been added for termination for the Architect's convenience.

ARTICLE 6: Mediation has been added as a precursor to arbitration. The parties waive consequential damages (i.e., indirect damages) arising out of their agreement.

USING THE C142-1997 FORM

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 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.

COVER PAGE

Date: The date represents the date the Agreement becomes effective. It may be the date 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.



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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, limited liability, 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. Other information may be added, such as telephone numbers and electronic addresses.

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 7—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 7.1 Insert the basis of the Consultant's compensation for services described in this Paragraph. 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 Consultant's personnel engaged on the Project excluding any costs of mandatory or customary contributions and benefits. Compensation for services rendered by subconsultants shall be based on a multiple of () times the amounts billed by subconsultants."

If a Multiple of Direct Personnel 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 Personnel Expense, which shall be defined as the direct salaries of the Consultant's personnel engaged on the Project and that 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. Compensation for services rendered by subconsultants shall be based on a multiple of () times the amounts billed by subconsultants."

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, which shall be defined as the direct salaries of the Consultant's personnel engaged on the Project and that 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. Compensation for services rendered by subconsultants shall be based on a multiple of () times the amounts billed by subconsultants."

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 subconsultants shall be based on a multiple of () times the amounts billed by subconsultants."



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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(\$). Progress payments shall be allocated to services as follows:" *(Insert a table allocating percentages of compensation according to services as these are grouped in the Prime Agreement. Using the following example, insert descriptions of services (if the Prime Agreement is based on AIA Document B141-1997) or phases of services (if the Prime Agreement is based on AIA Document B151-1997).*

[Services A]	percent (%)
[Services B]	percent (%)
[Services C]	percent (%)
[Services D]	percent (%)
[Services E]	percent (%)

Total Compensation one hundred percent (100%)

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

"Compensation shall be percent (%) of the Cost of the Work [or, if B151-1997 is used, of Construction Cost], as defined in the Prime Agreement. Progress payments shall be allocated to services as follows:" *(Insert a table for allocation of percentages of compensation as shown above for stipulated sum.)*

SUBPARAGRAPH 7.2.1 Insert basis of compensation for other services of the Consultant. Such services correspond to a Change in Services (if the Prime Agreement is AIA Document B141-1997) or Additional Services (if the Prime Agreement is AIA Document B151-1997). See methods of compensation shown above for Paragraph 7.1.

SUBPARAGRAPH 7.2.2 Insert the multiple to be used to determine the cost to the Architect of other than normal services of subconsultants.

PARAGRAPH 7.3 Insert the multiple to be used to determine the amount due the Consultant for Reimbursable Expenses of the Consultant and the Consultant's employees and subconsultants as described in the Prime Agreement or in Article 9.

PARAGRAPH 7.4 Insert provisions on the conditions, contingencies, timing and manner of payments, including interest on overdue payments. Interest rates should be carefully checked with the assistance of legal counsel against state usury laws, the Federal Truth in Lending Act and similar state and local consumer credit laws.

ARTICLE 8—INSURANCE COVERAGES

After consultation with insurance counsel for the Architect and Consultant, insert the minimum limits of insurance required for each type of insurance required.

ARTICLE 9—OTHER CONDITIONS OR SERVICES

Insert provisions, if any, on other services, special compensation arrangements, subconsultants, 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 C142-1997***Abbreviated Standard Form of Agreement Between Architect and Consultant to be used in conjunction with a Standard Form of Agreement Between Owner and Architect***

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

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

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

Consultant's Discipline or Services:

The Architect has made an agreement, hereinafter known as the Prime Agreement, with the Architect's client identified as the Owner:
(Name, address and other information)

Dated:
(In words, indicate month, day and year of the Owner-Architect agreement.)

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

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



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The Architect and the Consultant agree as follows.

ARTICLE 1 DESCRIPTION OF SCOPE

The Consultant shall provide the Architect with the following professional services in the same manner and to the same extent as the Architect is bound by the Prime Agreement to provide such services for the Owner.

(Describe the type of consulting services applicable to the professional discipline.)

ARTICLE 2 GENERAL PROVISIONS

2.1 A copy of the Architect's agreement with the Owner, known as the Prime Agreement (from which compensation amounts may be deleted), is attached as Exhibit A and is made a part of this Agreement.

2.2 The part of the Project for which the Consultant is to provide services is hereinafter called This Part of the Project. Except as set forth herein, the Consultant shall not have any duties or responsibilities for any other part of the Project.

2.3 The Consultant is an independent contractor for This Part of the Project, responsible for methods and means used in performing the Consultant's services under this Agreement, and is not an employee, agent or partner of the Architect.

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

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

2.6 The Architect shall be the general administrator of the professional services for the Project, and shall facilitate the exchange of information among the consultants retained by the Architect for the Project as necessary for the coordination of This Part of the Project. Except as authorized by the Architect, all communications between the Consultant and the Owner, Contractor or other consultants for the Project shall be forwarded through the Architect.

ARTICLE 3 CONSULTANT'S RESPONSIBILITIES

3.1 The Consultant shall designate, when necessary, a representative authorized to act on behalf of the Consultant with respect to This Part of the Project.

3.2 The Consultant's services shall be coordinated with those of the Architect and other consultants for the Project in order to avoid unreasonable delay in the orderly and sequential progress of their services.



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3.3 The Consultant shall provide copies of drawings, reports, specifications and other necessary information to the Architect and other consultants for coordination and review during the course of the Project. All aspects of the Work designed by the Consultant shall be coordinated by the Consultant, and the Consultant shall become familiar with the Work designed by the Architect and other consultants as necessary for the proper coordination of This Part of the Project.

3.4 The Consultant shall cooperate with the Architect in determining the proper share of the budget for the Cost of the Work to be allocated to This Part of the Project.

3.5 The Consultant shall not be responsible for the acts or omissions of the Architect, Architect's other consultants, Contractor, Subcontractors, their agents or employees, or other persons performing any of the Work.

3.6 Other services shall be provided if authorized or confirmed in writing by the Architect.

ARTICLE 4 ARCHITECT'S RESPONSIBILITIES

4.1 The Architect shall provide available information in a timely manner regarding requirements for and limitations on This Part of the Project. The Architect shall furnish to the Consultant, within 21 days after receipt of a written request, information necessary and relevant for the Consultant to evaluate, give notice of or enforce lien rights.

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

4.3 If the Consultant considers it necessary for This Part of the Project, the Architect shall request that the Owner furnish the services of other consultants when such services are reasonably required by the scope of the Project, including those enumerated in the Prime Agreement.

4.4 The Architect shall review the Consultant's work for compliance with the Owner's program and for overall coordination with the architectural and engineering requirements.

ARTICLE 5 TERMINATION OR SUSPENSION

5.1 This Agreement may be terminated at such time as the Prime Agreement is terminated. The Architect shall promptly notify the Consultant of such termination.

5.2 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.

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

5.4 Unless the termination is the fault of the Consultant, the Consultant shall be compensated as listed in the Prime Agreement for all services performed prior to receipt of written notice from the Architect of such termination.



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ARTICLE 6 MISCELLANEOUS PROVISIONS

6.1 This Agreement represents the entire and integrated agreement for This Part of the Project between the Architect and Consultant and may be amended only by written instrument signed by both Architect and Consultant.

6.2 To the extent damages are covered by property insurance during construction, the Architect and Consultant waive all rights against each other and against the Owner, 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 identified in the Prime Agreement. The Consultant or the Architect, as appropriate, shall require of the Owner, contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

6.3 The Consultant's Instruments of Service, which include drawings, specifications and other documents prepared by the Consultant, are for use solely with respect to this Project, and unless otherwise provided, the Consultant shall be deemed the author and owner of these documents and shall retain all common law, statutory and other reserved rights, including copyrights.

6.4 Prior to the Consultant providing to the Architect any Instruments of Service in electronic form or the Architect providing to the Consultant any electronic data for incorporation into the Instruments of Service, the Architect and the Consultant 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.

6.5 If required by the Architect, the Consultant shall obtain insurance covering claims arising out of the performance of professional services under this Agreement and caused by the errors, omissions or negligent acts for which the Consultant is liable. The Consultant shall maintain this insurance in force, if available, after the completion of professional services under this Agreement until the expiration of the applicable statutes of limitations. In the event there is no such statute specifically applicable to design and construction of improvements to real property, this insurance, if available, shall be maintained in force by the Consultant for a reasonable period after the date of Substantial Completion of the Project as agreed to by the Architect and Consultant.

6.6 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 in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. 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. Claims, disputes and other matters that are not resolved by mediation 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.

6.7 Demands for mediation and arbitration may be filed simultaneously and shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for mediation or 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 mediation or 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.



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6.8 An arbitration arising out of or related to this Agreement may be consolidated with an arbitration between the Architect and any other person or entity if such arbitration involves common issues of fact relating to the performance by the Consultant of the Consultant's obligations under this Agreement.

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

6.10 The Architect and Consultant 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 Article 5.

ARTICLE 7 BASIS OF COMPENSATION

The Architect shall compensate the Consultant as follows:

7.1 For services, as described in the Prime Agreement and other services included in Article 9, compensation shall be computed as follows:

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

7.2 COMPENSATION FOR OTHER SERVICES

7.2.1 For other services of the Consultant, as described in the Prime Agreement as a Change in Services or Additional Services, compensation shall be computed as follows:

(Insert basis of compensation, including rates 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.)

7.2.2 For other services of subconsultants for other than normal consulting services for This Part of the Project, a multiple of () times the amounts billed to the Consultant for such services.

(Identify specific types of subconsultants in Article 9, if required.)

7.3 REIMBURSABLE EXPENSES

For Reimbursable Expenses, as described in the Prime Agreement, a multiple of () times the expenses incurred by the Consultant, the Consultant's employees and subconsultants directly related to the Project.



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7.4 PAYMENT PROVISIONS

(Insert provisions as to conditions, contingencies, times, manner and other particulars concerning payments, including any provisions for the payment of interest.)

ARTICLE 8 INSURANCE COVERAGES

(After consultation with insurance counsel for the Architect and Consultant, insert the minimum limits of insurance required for each type of insurance required.)



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ARTICLE 9 OTHER CONDITIONS OR SERVICES

(Insert descriptions of other services 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.

ARCHITECT *(Signature)*

CONSULTANT *(Signature)*

(Printed name and title)

(Printed name and title)

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INSTRUCTION SHEET

FOR AIA DOCUMENT C727, STANDARD FORM OF AGREEMENT BETWEEN ARCHITECT AND CONSULTANT FOR SPECIAL SERVICES—1992 EDITION

A. GENERAL INFORMATION

1. Purpose

AIA Document C727 is intended for use in situations where other C-series documents are not appropriate, and particularly in situations where the Consultant's services are limited in scope and will not extend to the construction phase of the Project.

2. Related Documents

The C727 document does not incorporate the terms of a prime agreement between the Owner and Architect. AIA Architect-Consultant agreements which incorporate the terms of the Owner-Architect agreement, and which may be more appropriate for use in situations where the Consultant is involved in the construction phase, include:

- C141 Standard Form of Agreement Between Architect and Consultant
- C142 Abbreviated Form of Agreement Between Architect and Consultant

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.

Paragraph 6.3 of C727 now provides for joinder of an arbitration between the Architect and Consultant with an arbitration between the Architect and another party in certain circumstances.

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 List to determine the current edition of each document.

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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 C727, 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

The 1992 edition of C727 has been revised to reflect changes in the 1987 editions of AIA Documents C141 and C142. The following changes in content have been made in C727 on the recommendation of AIA members and committees.

Cover Page

The agreement between the Owner and Architect is not adopted by reference, and it is noted that its terms and conditions, unless specifically adopted, are not incorporated into the Agreement between the Architect and Consultant.

Article 2: Consultant's Responsibilities

The Consultant is required to designate a representative authorized to act on the Consultant's behalf.

Article 3: Architect's Responsibilities

The Architect is required to designate a representative authorized to act on the Architect's behalf. Provisions governing specific types of communications between the Architect and Consultant have been deleted.

Article 4: Payments to the Consultant

The definition of direct salary expense has been deleted, as have provisions regarding suspension of the Project, deletion of portions of the Project and disclosure of matters relating to the Architect's compensation.

Article 5: Use of Consultant's Drawings, Specifications and Other Documents

Documents prepared by the Consultant remain the property of the Consultant, who retains all common law, statutory and reserved rights in them.

Article 6: Arbitration

Joinder of an arbitration between the Architect and Consultant with an arbitration between the Architect and another party is now permitted in certain circumstances.

Article 7: Miscellaneous Provisions

The waiver of subrogation and a paragraph referencing the meanings of terms in AIA Document A201 have been deleted.

Article 8: Termination of Agreement

Termination expenses are no longer included in compensation due the Consultant in the event of termination.

C. COMPLETING THE C727 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 Architect, 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.

3. Article 9—Basis of Compensation

Paragraph 9.1

Sample language is provided below for describing three methods of computing compensation. Because it is anticipated that C727 will not be used in situations where the Consultant's services continue through all phases of the Project, language for computing compensation on the basis of a percentage of construction cost is not included.

1. Compensation—Stipulated Sum: "Compensation shall be a stipulated sum of (\$) per hour."
2. Compensation—Professional Fee Plus Expenses: "Compensation shall be a Fixed Fee of (\$) plus compensation for services rendered by Principals, employees and subconsultants based on a multiple of () times Direct Personnel Expense as defined in Subparagraph 4.1.1 and in accordance with the personnel classifications listed below:" (Insert a list of personnel and billing rates.)
3. Compensation—Multiple of Direct Personnel Expense: "Compensation for services rendered by Principals, employees and subconsultants shall be based on a multiple of () times Direct Personnel Expense as defined in Subparagraph 4.1.1 and in accordance with the personnel classifications listed below:" (Insert a list of personnel and billing rates.)

EXAMPLE OF PERSONNEL CLASSIFICATION: If billing rates are used for Principals, employees and subconsultants, the following example may serve as a guide for text to be drafted and inserted in Paragraph 9.1.

- (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 by job title.)
- (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.)
- (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.)
- (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.)
- (f) Subconsultants: (Identify each subconsultant by discipline and indicate billing rate.)

Paragraph 9.2

Insert the multiple to be used to determine the amount due the Consultant, Consultant's employees or subconsultants for Reimbursable Expenses as described in Paragraph 4.2 or Article 10.

Article 10—Other Conditions or Services

Insert provisions, if any, on special compensation arrangements, subconsultants, 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.

Standard Form of Agreement Between Architect and Consultant for Special Services

1992 EDITION

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

*Recommended for use with the current editions of
standard AIA agreement forms and documents.*

AGREEMENT

made as of the

day of

in the year of

(In words, indicate day, month and year)

BETWEEN the Architect:

(Name and address)

and the Consultant:

(Name and address)

The Architect has made an agreement dated

with the Owner:

For the following Project:

(Include detailed description of Project, location, address and scope.)

The agreement between the Architect and the Owner is not incorporated in this Agreement by this reference. Unless specifically adopted, none of the terms of the agreement between the Architect and the Owner are incorporated in this Agreement.

The Architect and Consultant agree as set forth below.

Portions of this document are derived from AIA Document C141, Standard Form of Agreement Between Architect and Consultant, copyright ©1987 and earlier years by The American Institute of Architects. New material herein copyright 1982, ©1992 by The American Institute of Architects, 1735 New York Avenue, N.W., Washington, D.C. 20006-5209. Reproduction of the material herein or substantial quotation of its provisions without the written permission of the AIA violates the copyright laws of the United States and will be subject to legal prosecution.



ARTICLE 1 CONSULTANT'S SERVICES

(Here list those services to be provided by the Consultant 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 9, and the dates by which such services are to be completed.)

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TERMS AND CONDITIONS OF AGREEMENT BETWEEN ARCHITECT AND CONSULTANT

ARTICLE 2 CONSULTANT'S RESPONSIBILITIES

2.1 The Consultant is an independent contractor, is responsible for methods and means used in performing the Consultant's services under this Agreement, and is not an employee, agent or partner of the Architect.

2.2 The Consultant shall designate a representative authorized to act on the Consultant's behalf.

2.3 The Consultant shall recommend to the Architect that appropriate investigations, surveys, tests, analyses and reports be obtained as necessary for the proper execution of the Consultant's services.

2.4 The Consultant shall coordinate the Consultant's services with those of the Architect and the Architect's other consultants for the Project, and shall provide progress copies of drawings, reports, specifications and other necessary information to the Architect and the Architect's other consultants for coordination and review. All aspects of the Work designed by the Consultant shall be coordinated by the Consultant, and the Consultant shall also become familiar with the Work designed by the Architect and the Architect's other consultants as necessary for the proper coordination of the Consultant's services.

2.5 The Consultant shall not be responsible for the acts or omissions of the Architect, Architect's other consultants, Contractor, Subcontractors, their agents or employees, or other persons performing services related to the Project.

2.6 The Consultant's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work.

ARTICLE 3 ARCHITECT'S RESPONSIBILITIES

3.1 The Architect shall be the general administrator of the professional services for the Project, and shall facilitate the exchange of information among the consultants retained by the Architect.

3.2 The Architect shall designate a representative authorized to act on the Architect's behalf.

3.3 Prompt written notice shall be given by the Architect to the Consultant if the Architect observes or otherwise becomes aware of any fault or defect with respect to the Consultant's services for the Project.

ARTICLE 4 PAYMENTS TO THE CONSULTANT

4.1 DIRECT PERSONNEL EXPENSE

4.1.1 Direct Personnel Expense is defined as the direct salaries of the Consultant'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.

4.2 REIMBURSABLE EXPENSES

4.2.1 Reimbursable Expenses are in addition to compensation for the Consultant's Services and include expenses incurred by the Consultant and the Consultant's employees in the interest of the Project as identified in the following Clauses 4.2.1.1 through 4.2.1.3.

4.2.1.1 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 approvals of authorities having jurisdiction over the Project.

4.2.1.2 Expense of reproductions and postage and handling of documents.

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

4.3 PAYMENTS ON ACCOUNT OF SERVICES

4.3.1 Payments for the Consultant's services and for Reimbursable Expenses shall be made on the basis set forth in Article 9.

4.3.2 The Consultant shall submit invoices for the Consultant's services and Reimbursable Expenses. The Architect shall review such invoices and, if they are considered incorrect or untimely, the Architect shall review the matter with the Consultant and confirm in writing to the Consultant within ten days from receipt of the Consultant's billing the Architect's understanding of the disposition of the issue.

4.4 CONSULTANT'S ACCOUNTING RECORDS

4.4.1 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 Architect or Architect's authorized representative at mutually convenient times.

ARTICLE 5 USE OF CONSULTANT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

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

5.2 The Architect and Consultant shall not make changes in each other's documents without written consent of the other party.

5.3 Submission or distribution of Consultant'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 Consultant'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.

6.2 Demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand 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.

6.3 An arbitration between the Architect and Consultant may be joined with an arbitration between the Architect and any person or entity with whom the Architect has a contractual obligation to arbitrate disputes if the arbitrations involve common questions of fact or law. No other arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by the Architect, Consultant and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity, other than a person or entity with whom the Architect has a contractual obligation to arbitrate disputes, 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 not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

6.4 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 7

MISCELLANEOUS PROVISIONS

7.1 Unless otherwise provided, this Agreement shall be governed by the law of the principal place of business of the Architect.

7.2 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 the date final payment is due the Consultant pursuant to Article 4.

7.3 The Architect and Consultant, 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 Architect nor Consultant shall assign this Agreement without the written consent of the other.

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

ARTICLE 8

TERMINATION OF AGREEMENT

8.1 This Agreement is terminated if and when the Project is suspended or abandoned, or if the Architect's involvement with the Project is suspended or terminated. The Architect shall promptly notify the Consultant of such termination.

8.2 This Agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

8.3 In the event of termination not the fault of the Consultant, the Consultant shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

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ARTICLE 9
BASIS OF COMPENSATION

The Architect shall compensate the Consultant for the services provided, in accordance with Article 4, Payments to the Consultant, and the other Terms and Conditions of this Agreement, as follows:

9.1 COMPENSATION FOR THE CONSULTANT'S SERVICES, as described in Article 1, Consultant'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.)

9.2 FOR REIMBURSABLE EXPENSES, as described in Article 4, and any other items included in Article 10 as Reimbursable Expenses, a multiple of () times the expenses incurred by the Consultant, the Consultant's employees and subconsultants in the interest of the Project.

9.3 IF THE SCOPE of the Consultant's services is changed materially, the amounts of compensation shall be equitably adjusted.

9.4 INSURANCE COVERAGES

(After consultation with insurance counsel for the Architect and Consultant, insert the minimum limits of insurance required for each type of insurance required.)

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ARTICLE 10
OTHER CONDITIONS OR SERVICES

THIS DOCUMENT IS NOT A MODEL FORM. ITS INCLUSION IN THE ARCHITECT'S HANDBOOK OF PROFESSIONAL PRACTICE, 12TH EDITION, DOES NOT CONSTITUTE A GRANT OF ANY IMPLIED OR EXPLICIT LICENSE TO COPY IT IN WHOLE OR IN PART. SEE THE INSTRUCTION SHEET FOR INFORMATION ON LICENSED REPRODUCTION.

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

ARCHITECT

CONSULTANT

(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 C801, JOINT VENTURE AGREEMENT FOR PROFESSIONAL SERVICES—1993 EDITION

A. GENERAL INFORMATION

1. Purpose

AIA Document C801, Joint Venture Agreement for Professional Services, is intended to be used by two or more parties to provide for their mutual rights and obligations. Parties may be all architects, all engineers, or a combination of architects and engineers. It is intended that the Joint Venture, once established, will enter into an agreement or agreements with the Owner to provide professional services.

The document provides for selection between two methods of Joint Venture operations. The *Division of Compensation* method assumes that compensation is linked to specific phases or kinds of services which are then proportionately allocated among the parties at the outset of the Project. Each party's profitability is then dependent on individual performance of preassigned tasks and is not directly tied to that of the other parties. Alternately, the *Division of Profit and Loss* method is based on all compensation being allocated to the Joint Venture, which is in turn billed by each party for the services performed at cost plus a reasonable amount for overhead. Thus, the ultimate profit or loss of the Joint Venture is divided between the parties upon completion of the Project based on their respective interests.

2. Related Documents

This document is not directly linked to any other AIA document by parallel construction or by reference. It may be used alone or in conjunction with any of the AIA's Owner-Architect or Architect-Consultant agreements, such as B141 or C141.

3. Dispute Resolution

This document contains both mediation and arbitration in accordance with 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. 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 by specific discussions among the parties prior to signing the document.

Arbitration provisions have been included in most AIA contract forms since 1888 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. Mediation has been added to this document for the first time. Individuals may, however, choose to delete the arbitration or mediation provisions based upon their business decisions with the advice of counsel. To obtain copies of the Construction Industry Mediation and 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. If there are any significant omissions, additions or variances from the terms of similar 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 eighty 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 List to determine the current edition of each document.

7. Limited License for Reproduction

AIA Document C801 is a copyrighted work and may not be reproduced or excerpted from in substantial part without the express written permission of the AIA. The C801 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 them.

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 for reproduction is hereby granted to retail purchasers to reproduce a maximum of ten copies of a completed or executed C801, 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

The table for REIMBURSEMENTS has been moved from the JOINT VENTURE AGREEMENT to this INSTRUCTION SHEET. All provisions for principal place of business, jurisdiction, fiscal year and Interim Decision Maker have been consolidated and moved to Article 20.

Article 4: Management of the Joint Venture

Subparagraph 4.3

This subparagraph has been added to create a method of settling controversies or disputes between the parties. In the event that an action or decision is not unanimously agreed upon by the Policy Board, an Interim Decision Maker, who is to be designated by the parties as part of the Project Agreement (Article 20), is granted authority to make an interim decision which shall be subject to mediation or arbitration.

Subparagraph 5.4

The Policy Board may decide to open one or more joint bank accounts.

Subparagraph 7.2

All expenses related to the Agreement must be submitted to the Policy Board for approval.

Article 9: Insurance

This article has been completely rewritten. The parties to the Joint Venture should consult with qualified insurance counsel when completing this portion of the document.

Article 9 now adds a requirement that each member of the Joint Venture carry general liability (including sufficient Valuable Papers coverage) and business auto insurance. Workers compensation and employers liability coverages are now mandatory. The new document recognizes that the design team may choose to purchase professional liability coverage for the project together under one policy.

The article specifically notes that these insurance coverages, except professional liability, should be in place at the earlier of the commencement date of the Agreement or the date any services are performed.

The requirements for certificates of insurance have been amended.

Each party to the Joint Venture must now indemnify the other Joint Venturers for fraudulent or dishonest acts of its own employees not covered by the required fidelity coverage.

Article 10: Commencement and Termination

Subparagraph 10.2

All Joint Venture property and money must be disposed of or distributed prior to termination of the Agreement. Each party is obligated to contribute toward satisfaction of debts and liabilities created by the Joint Venture after termination of the Agreement.

Subparagraph 10.4

This Subparagraph has been added to clarify the settlement of compensation and expenses due to a defaulting party or to the nondefaulting party should their costs exceed the cost to complete the services. These obligations for payment survive termination of the Agreement.

Subparagraph 10.5

This Subparagraph requires that any party to the Joint Venture must receive written permission from the other party prior to entering into a contract for services if the Joint Venture does not enter into a Project Agreement with the Owner.

Article 12: Dispute Resolution

Article 12 has been rewritten to require that the parties endeavor to settle disputes by mediation prior to arbitration.

Article 18: Joint Venture Operations

The principal place of business and fiscal year have been moved to Article 20.

Subparagraph 18.2

The table for reimbursement has been moved to this Instruction Sheet under "Completing the C801 Form."

Subparagraph 18.2.4

Facsimile services, courier services and overnight deliveries have been added as reimbursable expenses.

Subparagraph 18.2.5

This provision adds a multiplier to the cost of reimbursable expenses.

Article 20: Other Conditions or Services

This article has been added for any conditions and descriptions of other services not indicated in the Agreement; for designation of any principal place of business, jurisdiction and fiscal year; and for identification of the Interim Decision Maker.

C. COMPLETING THE C801 FORM:

1. Modifications

Users are encouraged to consult an attorney before completing an AIA document. Particularly with respect to professional licensing laws, 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 amendments. The document 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 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 first date as of which the Agreement is entered into. It may be the date that an oral agreement was reached between all parties or the date of actual execution. No professional services under this Agreement should be performed prior to the date indicated.

Identification of Parties: Parties to this Agreement should be identified in the capacity in which the Agreement is to be executed, including the names of the firms and identification of persons signing, the address of the principal office and a designation of the legal status of each party (sole proprietorship, partnership, joint venture, unincorporated association, limited partnership or corporation [general, close or professional], etc.). Although only two parties have been identified on the printed form, additional parties should be identified as "third party", "fourth party", etc., as appropriate, in the space provided. Although it is not important which party is identified as first party, the parties should be consistently identified throughout the document. Where appropriate, a copy of the resolution authorizing the individual signing the Agreement to act on behalf of the firm or entity should be attached.

Name of Joint Venture: The name of the Joint Venture should be agreed upon by all parties and identified here, since it will consistently be used to identify the entity both in this Agreement and in the Project Agreement with the Owner.

Project Description: The proposed Project should be described in sufficient detail to identify (1) the official name or title of the facility, (2) the address and location of the Project, if known, (3) the name and address of the Owner and (4) a detailed description of the scope of the Project.

Article 15: Contributions

Enter initial dollar amount of capital contributions, if any, to be made by various parties. Space has been provided for additional parties.

Article 16: Schedule of Services

This page is provided to identify which party is to provide which phase or portion of the services required under the Project Agreement. When the *Division of Compensation* option is used, it is most important that the schedule of services be carefully prepared and complete as to all important details.

This may be completed by describing the services of each party right on the page. If a separate document is used for this purpose, specific reference to that document should be typed on this page and the document added to the Agreement as an exhibit. The typed reference should include the number of pages added and each successive page should be dated and initialed by all parties.

Occasionally, under the *Division of Profit and Loss* option, a specific division of services is not predetermined. In these cases, type "Not Applicable" on this page.

Article 17: Schedule of Property

This page is provided to identify property contributed to the Joint Venture, such as desks and chairs. In cases where no property is contributed, type "Not Applicable" on this page.

Article 18: Joint Venture Operations

Enter the method of operations to be used by the Joint Venture and fill out the appropriate section. Both options for Joint Venture operations are included in the printed form. **THE METHOD NOT CHOSEN MUST BE DELETED FROM THE AGREEMENT.**

Division of Compensation Method

Paragraph 18.1: Interest of the Parties

Subparagraph 18.1.1

Enter the division of compensation due each party in the space provided. Space has been provided to add additional parties. Entries can be in percentages or dollar amounts, where known. In either case, the sum of the entries for all parties must equal 100% of the total compensation. Make sure all parties identified on the cover page are included here.

Division of Profit and Loss Method

Paragraph 18.1: Interest of the Parties

Subparagraph 18.1.1: Enter the division of profit and loss due each party in the space provided. Space has been provided to add additional parties. Entries are normally in percentages and the sum of all entries must equal 100%. Be sure that all parties identified on the cover page are included here.

Paragraph 18.2

The following table is an example to be used in setting the method of compensation:

Title	Location	Charge to Joint Venture	
.1 Principals	Home Office or Joint Venture Office	\$	Direct Personnel Expense plus % on straight time; Direct Personnel Expense only on premium time.

.2	Supervisory	Home Office or Joint Venture Office	\$	Direct Personnel Expense plus on straight time; Direct Personnel Expense only on premium time.	%
.3	_____	Home Office or Joint Venture Office	\$	Direct Personnel Expense plus on straight time; Direct Personnel Expense only on premium time.	%
.4	_____	Home Office or Joint Venture Office	\$	Direct Personnel Expense plus on straight time; Direct Personnel Expense only on premium time.	%
.5	_____	Home Office or Joint Venture Office	\$	Direct Personnel Expense plus on straight time; Direct Personnel Expense only on premium time.	%

Subparagraph 18.2.1

Enter the billing rates applicable to the Joint Venture for the five personnel categories. This dollar amount is to be filled in with the Direct Personnel Expense (without fringe benefits) for each of the categories. This normally would be the average rate for various personnel in each group. If it is desired to bill the actual direct salary of every individual in the category, the word "actual" can be entered in the first blank for each category.

The percent markup on Direct Personnel Expense is to be used on all billings to the Joint Venture. This markup usually covers personnel expenses (fringe benefits) plus overhead and should be the same for all five categories. Profit should not be included in this percentage. If the hourly rates and percent markup for all parties require additional space, delete the word "below" and insert the appropriate reference ("see Article 20" or "see attached Exhibit"). Any additional sheets should be numbered, dated and initialed by the parties. This information should then be provided for each party in a similar format and the remaining portion of this Subparagraph stricken.

Subparagraph 18.2.2

Enter the names of the principals for each of the parties who will be part of the Joint Venture.

Subparagraph 18.2.4

This Subparagraph lists expenses of each party which are billable to the Joint Venture. The list should be reviewed and revised as appropriate by deleting items or identifying specific types of reimbursable expense not listed.

Subparagraph 18.2.5

Enter the multiplier to be added to the actual costs of all reimbursable expense.

Article 19: Insurance Coverages

Paragraph 9.1 specifies certain required insurance coverages to be obtained by each Party. Each party should consult their insurance counsel to determine whether any coverage mentioned is not required, or whether any additional coverage is necessary. The Joint Venture itself may require insurance separate from that carried by the parties to the Agreement.

Once all required coverage has been determined, state the type of insurance and the minimum limits for each party of the Joint Venture. The limits of liability for each of the insurance coverages should be indicated. State all applicable deductibles and clearly cover any provisions for self-insurance that are acceptable to the other party or parties. State the period of time past Substantial Completion that parties to the Agreement are required to carry professional liability coverage.

Article 20: Other Conditions or Services

Enter here any other applicable provisions or changes to basic Terms and Conditions such as:

Paragraph 3.2

If Primary and Alternate Representatives are to receive compensation, enter amounts here.

Paragraph 7.1

If expenses prior to execution of this Joint Venture Agreement are to be borne in a manner other than that described in Paragraph 7.1, this should be stated here.

Paragraph 20.1

Identify the principal place of business of the Joint Venture. If separate office space is to be provided for Joint Venture operations, that office address should be entered. If not, the office of one of the parties should be entered, as it will become the mailing address for the Owner under the Project Agreement.

Paragraph 20.2

Identify the jurisdiction agreed upon as applicable to this Agreement (state, commonwealth, etc.). If the Project and all parties exist in the same jurisdiction, that jurisdiction should be entered. If all of the parties and the Project are not in the same jurisdiction, one jurisdiction must be chosen after consultation with legal counsel and entered in the space provided.

Paragraph 20.3

Enter the fiscal year for the Joint Venture. This may be the calendar year or other period determined for appropriate legal and accounting purposes.

Paragraph 20.4

Enter the name of the person who has been mutually agreed upon by each party.

D. EXECUTION OF THE AGREEMENT

The typed name of the person signing, the person's title in the firm and the written signature should be entered for each party to the Agreement. Space has been provided for additional parties.

Joint Venture Agreement

for Professional Services

1993 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

(In words, indicate day, month and year)

day of

in the year of

BETWEEN the First Party:

(Name and address)

and the Second Party:

(Name and address)

To form a Joint Venture to be known as:

(Name and address)

It is the intention of the Parties to form this Joint Venture in order to enter into an agreement or agreements with the Owner for professional services in connection with the following Project:

(Include name, address and location of Project; name and address of Owner; and detailed description of scope.)

The Parties agree as set forth below.

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TERMS AND CONDITIONS OF AGREEMENT BETWEEN THE PARTIES

ARTICLE 1 **RIGHTS OF THE PARTIES**

1.1 The Terms and Conditions of this Agreement shall govern the relationship of the Parties and the rendering of services required under this Agreement and under any subsequent agreement with the Owner relating to the Project. The agreement or agreements with the Owner shall be referred to as the "Project Agreement."

ARTICLE 2 **RESPONSIBILITIES OF THE PARTIES**

2.1 The Parties shall share, in the manner provided in this Agreement, the general obligations and responsibilities for professional services to be performed under the Project Agreement in the manner provided in this Agreement.

2.2 Each Party shall perform the specific services required of it as set forth in Article 16.

2.3 Neither Party to this Agreement shall enter into a separate agreement with the Owner for professional services in connection with this Project without the approval of the other Party.

2.4 The relationship between the Parties shall constitute a joint venture for the performance of the services required of the Joint Venture under the Project Agreement. The services required of each Party to the Joint Venture shall be limited to the performance of services required in this Agreement.

2.5 The Parties intend that the responsibilities and obligations, financial and otherwise, assumed under this Agreement shall be borne by each in proportion to their participation as provided in Paragraph 18.1, or as may be otherwise described in this Agreement. If for any reason any Party shall limit its participation in responsibilities and obligations to less than that described in this Agreement, its respective share of compensation under this Agreement shall be adjusted by the Policy Board to account for such reduced participation.

2.6 All public statements and releases, including the issuance of photographs and renderings, for all media for the duration of this Agreement, are subject to the prior approval of the Policy Board. In subsequent presentations not made by the Joint Venture, and in any brochures or other releases of the Parties hereto, materials depicting or relating to the Project shall be identified as work of the Joint Venture and not that of a particular Party.

ARTICLE 3 **REPRESENTATIVES AND POLICY BOARD**

3.1 Each Party shall designate a Primary Representative to serve on the Policy Board. Each Party's Primary Representative shall have complete authority to bind that Party.

3.2 Each Party shall also designate an Alternate Representative to the Policy Board. Each Party's Alternate Representative shall serve only when the Primary Representative is absent. The Primary and Alternate Representatives shall serve as such without compensation, except as otherwise described in this Agreement.

3.3 Should any of the foregoing representatives become unable to perform the duties of such representative or for any reason cease to be employed by the Party who nominated them, such Party shall promptly, by written notice served upon the other Party, name a successor.

3.4 Each Party to this Agreement may at any time replace the Primary or Alternate Representatives designated by it by a written notice served upon the other Parties as provided in Article 14.2.

3.5 Meetings of the Policy Board for the transaction of business of the Joint Venture may be called, subject to reasonable notice, by the representative of either Party.

ARTICLE 4 **MANAGEMENT OF THE JOINT VENTURE**

4.1 The Policy Board shall have full responsibility and authority for performance of the Project Agreement, including, but not limited to, reassignment of services between the Parties, preparation of the schedule of services, settlement of disputes with the Owner, and any other matters affecting the performance of services under this Agreement.

4.2 The Policy Board shall appoint a Project Manager and an Assistant Project Manager who shall (1) be responsible for the direction and management of the Work in accordance with policies and procedures established by the Policy Board, (2) be responsible for coordination of the Work, and (3) be responsible for contacts with the Owner and the Owner's authorized representatives.

4.3 Actions and decisions of the Policy Board shall be by unanimous vote, or as otherwise set forth in Article 20, and shall be final, conclusive and binding upon the Parties. In the event that the Policy Board shall be unable to reach a unanimous decision, the Parties agree that the matter in controversy shall be referred to the person designated in Article 20, who shall make an interim decision which shall be subject to mediation and arbitration.

ARTICLE 5 **ACCOUNTING**

5.1 The Parties shall jointly retain an accountant to perform such duties as may be determined by the Policy Board. For the purposes of this Agreement, certified figures of the accountant shall be final, conclusive and binding upon the Parties.

SAMPLE

5.2 One person designated by the Policy Board shall be appointed Treasurer of the Joint Venture. The Treasurer shall keep for the Joint Venture a separate set of full and current books of account based on generally accepted accounting principles or upon such basis as the Policy Board may determine.

5.3 The Parties shall each keep separate full and current books of account, based on generally accepted accounting principles or upon such basis as the Policy Board may determine, detailing their individual participation in the Joint Venture.

5.4 One or more joint bank accounts (hereinafter called the "Joint Account") shall be opened in such financial institutions as may be determined by the Policy Board.

5.5 Each Party shall designate an individual or individuals authorized on its behalf to endorse checks deposited in and to sign checks drawn against the Joint Account. Checks drawn against said Joint Account shall require the signature(s) of the person or persons designated by the Policy Board.

5.6 All payments received by the Joint Venture in connection with this Agreement shall be promptly deposited in the Joint Account and invoices received by the Joint Venture shall be paid by check drawn against the Joint Account.

5.7 Records of the Joint Venture which are required pursuant to law to be retained beyond the duration of this Agreement shall be retained at such place or places as determined by the Policy Board, and the cost thereof shall be shared by the Parties in proportion to their respective interests as described in Paragraph 18.1.

5.8 Upon termination of the Joint Venture, all facilities and Joint Venture property shall be disposed of at fair market value or at a price determined by the Policy Board and the proceeds shall be shared by the Parties in proportion to their respective interests as described in Paragraph 18.1.

ARTICLE 6

PROPERTY

6.1 Joint Venture property shall consist of the capital contributions described in Article 15 and other property obtained with the funds of the Joint Venture.

6.2 Joint Venture property shall be identified and recorded in the Joint Venture accounts.

6.3 Property made available for Joint Venture use shall remain the property of the contributing Party. A schedule of property made available for Joint Venture use by each Party is included in Article 17. Upon termination of this Agreement, or at such other time as determined by the Policy Board, this property shall be returned to the contributing Party.

ARTICLE 7

PRELIMINARY EXPENSES

7.1 All expenses related to this Agreement incurred by a Party, up to and including the date of this Agreement, shall be

borne by the Party incurring such expenses unless otherwise provided in Article 20.

7.2 All expenses related to this Agreement incurred by a Party, from the date of this Agreement up to and including the date as of which the Project Agreement is entered into, shall be submitted for approval of the Policy Board, and if approved, shall be borne by Parties according to their respective interests as described in Paragraph 18.1, or as otherwise determined by the Policy Board.

ARTICLE 8

OWNERSHIP AND USE OF DOCUMENTS

8.1 If determined by the Policy Board or required by the Project Agreement, intellectual property, designs, drawings, specifications and other instruments of service prepared pursuant to this Agreement shall be copyrighted in the name of the Joint Venture. Each Party shall have the rights and privileges of copyright ownership insofar as is consistent with this Agreement, and each Party shall be entitled to prepare documents for other projects based on such Project documents. No Party shall assign or transfer its copyright interest, permit reproduction of Project documents, or condone infringement of the copyright by others except upon written consent of the other Party.

8.2 Documents prepared specifically for this Project by only one of the Parties to this Agreement may not be copyrighted solely by that Party, unless otherwise determined by the Policy Board. Each Party hereby grants the other and the Joint Venture a license to use and reproduce such documents in furtherance of this Agreement. Where the Party owning such copyright is in default under this Agreement, the other Party may use and reproduce such documents, and prepare other documents derived from them for the Project, under the Project Agreement or any other agreement between the Parties and the Owner, regardless of whether such agreement was entered into on a separate or joint basis.

8.3 If determined by the Policy Board, intellectual property, including designs, drawings, specifications and other instruments of service prepared specifically for this Project by consultants to the Joint Venture shall be copyrighted jointly in the name of the Joint Venture as a "work made for hire" under the conditions established in Paragraph 8.2. All agreements with consultants to the Joint Venture shall include such a provision.

ARTICLE 9

INSURANCE

9.1 Each Party to this Agreement 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 Party from claims set forth below which may arise out of or result from the Party's services under this Agreement and for which the Party may be legally liable, whether such operations be by the Party or by a consultant to that Party or by anyone directly or indirectly employed by such Party, or by anyone for whose acts such Party may be liable:

- .1 claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the services to be performed;
- .2 claims for damages because of bodily injury, occupational sickness or disease, or death of the Party's employees;
- .3 claims for damages because of bodily injury, sickness or disease, or death of any person other than the Party'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 Party, or (2) by another person;
- .5 claims for damages 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;
- .7 claims for damages to the construction documents and other valuable papers needed to fulfill obligations under this Agreement; and
- .8 claims for damages arising out of the Party's negligent acts, errors or omissions in the performance of professional services.

9.2 The insurance required by Paragraph 9.1 shall be written for not less than the limits of liability specified in Article 19 or as required by law, whichever coverage is greater. Coverages, with the exception of Subparagraph 9.1.8, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of this Agreement or any services performed under this Agreement (whichever is earlier) until all services to be performed by the Parties to this Agreement have been completed or until such time as this Agreement has been terminated. Each Party will maintain the coverage required in Paragraph 9.1.8, if available, for three years following the date of Substantial Completion.

9.3 Certificates of Insurance acceptable to the other Party shall be filed with that Party prior to commencement of services. These Certificates and the insurance policies required by Subparagraphs 9.1.1 through 9.1.8 shall contain a provision stating that coverages afforded under the policies will not be canceled or non-renewed until at least 30 days' prior written notice has been given to the other Party. If any Party to this Agreement reduces the limit of liability carried on the coverage required by Subparagraph 9.1.8, that Party will give 30 days' written notice to the other Party to this Agreement.

9.4 The Parties to this Agreement may elect to provide any of the coverages required in Paragraph 9.1 under policies covering all of the Parties to this Agreement. The premium and deductibles for those policies shall be paid as described in Article 19.

9.5 Each Party to this Agreement and, where applicable, the Joint Venture shall procure fidelity coverage protecting against loss due to fraudulent or dishonest acts. Each Party shall indemnify the Joint Venture and the other Party for losses caused by fraudulent or dishonest acts of its principals and employees to the extent not covered by fidelity insurance available to the Joint Venture.

ARTICLE 10 COMMENCEMENT AND TERMINATION

10.1 This Joint Venture will commence as of the date of this Agreement.

10.2 This Agreement shall remain in full force and effect until terminated by written agreement of the Parties hereto or until the Project Agreement has been performed and all Joint Venture property and money have been fully disposed of or distributed in accordance with this Agreement. The obligations of each Party to contribute in accordance with this Agreement to the satisfaction of debts and liabilities of the Joint Venture and all obligations pursuant to Paragraph 9.2 shall survive the termination of this Agreement.

10.3 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.

10.4 If, in the event of termination, the unpaid balance of compensation due the defaulting Party exceeds the cost of completing the work of the defaulting Party and expenses made necessary thereby, such excess shall be paid to the defaulting Party. If such costs exceed the unpaid balance, the defaulting Party shall pay the balance to the nondefaulting Party. This obligation for payment shall survive termination of this Agreement.

10.5 If the Joint Venture does not enter into a Project Agreement with the Owner, then neither Party may enter into a contract to perform any services contemplated for this Project without the written consent of the other Party.

ARTICLE 11 CONTINUANCE

11.1 In the event of death, dissolution, liquidation or any other incapacity of any Party, the other Party shall complete the Project Agreement. The estate, trustee or other entity representing the departing Party shall share in any compensation in the proportion that the work performed by the departing Party bears to the total share of work required from that Party under this Agreement.

11.2 In the event of default or nonperformance by any Party not resulting in termination, the other Party shall complete the Project Agreement. Compensation due the defaulting or nonperforming Party shall be adjusted as provided in Subparagraph 18.1.2.

11.3 Nothing contained herein shall give such estate, trustee or other entity representing the departing, defaulting or nonperforming Party, or the Party itself, any right to participate in the administration of the affairs of the Joint Venture.

ARTICLE 12

DISPUTE RESOLUTION

12.1 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 and Arbitration Rules of the American Arbitration Association currently in effect.

12.2 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, equitable, or arbitration proceedings as provided in Paragraph 12.3 based on such claim, dispute or other matter in question would be barred by the applicable statute of repose or limitations.

12.3 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.

12.4 An arbitration pursuant to this Article 12 may be joined with an arbitration involving common issues of law or fact between a Party to this Agreement and any person or entity with whom that Party has a contractual obligation to arbitrate disputes. No other arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a Party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the Parties to this Agreement and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the Parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

12.5 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 13

LEGAL COUNSEL

13.1 The Joint Venture shall retain, for the duration of this Agreement, legal counsel mutually agreeable to all Parties for use in connection with matters requiring the assistance of legal counsel. The expense of legal counsel shall be borne by the Parties in proportion to their participation as described in Paragraph 18.1, or as otherwise determined by the Policy Board.

13.2 Such legal counsel shall represent the Joint Venture and shall not represent the individual interests of any Party without the consent of the others. If separate counsel is retained to represent the interests of any Party, such Party shall be solely responsible for selecting and compensating its legal counsel.

ARTICLE 14

MISCELLANEOUS PROVISIONS

14.1 This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by each Party to this Agreement.

14.2 Written notice between the Parties to this Agreement shall be deemed to have been duly served if delivered in person or by registered or certified mail to the Primary or Alternate Representative of such Party.

14.3 The principal place of business of the Joint Venture shall be as designated in Article 20, or such other location as may be subsequently agreed upon by the Parties.

14.4 This Agreement shall be governed by the laws of the jurisdiction as designated in Article 20.

14.5 The fiscal year of the Joint Venture shall be as designated in Article 20.

14.6 Neither Party shall assign this Agreement without the written consent of the other.

14.7 The right of any person, firm or corporation, claiming by, through or under any Party (including, but not limited to, judgment or other creditors, receivers, trustees, assignees, executors and administrators), to assert any claim against the rights or interests of any Party shall be limited in any event to the right to claim or receive after completion of the Project Agreement, and after the closing of the account of the Joint Venture, the proportional interest of such Party as described in Paragraph 18.1, and then only subject to the equities of the other Party as set forth in this Agreement.

14.8 The Parties to this Agreement, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other Party with respect to all covenants of this Agreement, subject to any limitations stated in Paragraph 14.6 or elsewhere in this Agreement.

ARTICLE 15
CONTRIBUTIONS

15.1 The initial capital contribution of each Party to this Agreement shall be as follows:

FIRST PARTY:

SECOND PARTY:

15.2 Should the Policy Board determine that additional funds are required or desirable to perform the Project Agreement, to pay any losses arising therefrom or to eliminate deficits resulting from prior overpayments to the Parties, the Parties shall, within ten days after determination by the Policy Board, contribute such additional funds in the respective proportions set forth in Paragraph 18.1. Should any Party be unable, fail or neglect to contribute and deposit additional funds in the Joint Account, then the other Party shall have the right to advance the deficiency, and, in such event, the Party advancing such deficiency shall receive interest on such funds at the rate established by the Policy Board from the time of their advancement to the time of their repayment. Such excess funds shall be repaid in full, including said interest, from the first monies thereafter received from the Owner or from others in connection with the Project Agreement which are distributable to the Parties. Such funds shall be repaid before other payments are made to the Parties. Interest paid for funds thus advanced shall be charged against the Party whose failure necessitated the funds being advanced.

(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 principal place 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.)

15.3 Should the Policy Board determine that funds are available in excess of Joint Venture needs, such excess funds shall first be applied to return of funds advanced until such advances have been entirely repaid, and balance of such excess shall be distributed to the Parties in the respective proportions set forth in Paragraph 18.1. Upon completion of this Agreement, funds remaining after payment of outstanding indebtedness of the Joint Venture shall be distributed to the Parties in accordance with their respective interests as set forth in Paragraph 18.1.

15.4 In no event will advance distribution of anticipated profit reduce the obligation of the Parties for future expenses of the Joint Venture if these future expenses should exceed the gross compensation to the Joint Venture.

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ARTICLE 16
SCHEDULE OF SERVICES

The Parties agree to provide the following specific services, respectively:
(If this Schedule is not used for this purpose, type in the appropriate reference document.)

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ARTICLE 17

SCHEDULE OF PROPERTY

The Parties agree to make available the following property for the use of the Joint Venture, respectively:

(If this Schedule is not used for this purpose, type in the appropriate reference document or, when appropriate, the phrase "Not Applicable" should be typed in the middle of the sheet.)

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ARTICLE 18

JOINT VENTURE OPERATIONS

Joint Venture Operations under this Agreement shall be based on:

(Indicate Division of Compensation or Division of Profit/Loss, fill out the appropriate section below, and strike the inapplicable section.)

DIVISION OF COMPENSATION

18.1 INTERESTS OF THE PARTIES

18.1.1 Based on the services allocated to each Party and described in Article 16, compensation paid to the Joint Venture shall be divided as follows:

FIRST PARTY:

SECOND PARTY:

18.1.2 If a Party should significantly fail to provide timely or adequate performance on an assigned activity, the Policy Board, at its initiation, may place funds in dispute to be disbursed to that Party in escrow until the performance failure is remedied. If, as a result of such failure, cost or liability results to a nondefaulting Party, funds placed in escrow or due the defaulting Party may be used to reimburse said nondefaulting Party to the extent of such cost or liability. In the event that such funds are insufficient to reimburse the nondefaulting Party, the defaulting Party agrees that they will make payment to the nondefaulting Party to the extent of such insufficiency.

18.1.3 Unless otherwise agreed upon, the Joint Venture shall have no employees. All necessary personnel shall be provided from the staffs of the Parties.

18.1.4 Except as provided below or determined by the Policy Board, all nonreimbursable expenses under the Project Agreement shall be borne by the Party incurring such expenses.

DIVISION OF PROFIT AND LOSS

18.1 INTERESTS OF THE PARTIES

18.1.1 The respective interests of the Parties in the profits and losses of the Joint Venture, and in all property accruing from or acquired in connection with performance of this Agreement and their respective (a) obligations for contributions to working funds, and (b) liabilities and obligations in connection with the performance of this Agreement, shall be as follows:

FIRST PARTY:

SECOND PARTY:

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18.1.2 If a Party should significantly fail to provide timely or adequate performance on an assigned activity, the Policy Board, at its initiation, may place funds in dispute to be disbursed to that Party in escrow until the performance failure is remedied. If, as a result of such failure, cost or liability results to a nondefaulting Party, funds placed in escrow or due the defaulting Party may be used to reimburse said nondefaulting Party to the extent of such cost or liability. Defaulting Party shall not be entitled to receive distribution of excess funds of the Joint Venture as provided in Article 15. Said funds shall be distributed solely to the nondefaulting Party in accordance with their remaining respective interests as described in Subparagraph 18.1.1. Should there be insufficient funds to complete services required under the Project Agreement, the defaulting Party agrees to share in such losses in accordance with their respective interests as described in Subparagraph 18.1.1, and to make payment to the nondefaulting Party to the extent of such interests.

18.2 REIMBURSEMENTS

18.2.1 Parties shall be reimbursed for time of personnel used on behalf of the Joint Venture as set forth below:

18.2.2 For the purposes of this Agreement, the following are designated as Principals:

FIRST PARTY:

SECOND PARTY:

18.2.3 Unless otherwise agreed upon, the Joint Venture shall have no employees. Necessary personnel shall be provided from the staffs of the Parties. New personnel employed specifically for work on the Project will be assigned to the payroll of one of the Parties by mutual agreement at time of employment.

18.2.4 The following expenses, incurred in furtherance of this Agreement, shall be reimbursable by the Joint Venture at cost to the Party incurring them: long-distance telephone, telegrams and cables; travel (local, excess commutation and long distance) and subsistence; facsimile services; courier services; overnight deliveries; messenger services (by outside organizations); specification typing (by outside organizations); entertainment; mailing charges (special); reproductions, photographs, renderings and models; office supplies; recruitment expenses (ads, agency fees); overtime meal allowance; and other reimbursable items listed herein.

(Identify specific types of reimbursable expenses not listed above.)

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18.2.5 FOR REIMBURSABLE EXPENSES, as described in Subparagraph 18.2.4, and any other items included as Reimbursable Expenses, a multiple of () times the expenses incurred by the Parties to this Agreement in the interest of the Project.

18.2.6 Full and complete books of account described in Paragraph 5.3 relating to the Joint Venture shall be available to the other Party for inspection at mutually convenient times.

ARTICLE 19

INSURANCE COVERAGES

(After consultation with each Party's insurance counsel, insert the minimum limits of insurance required for each Party or the Joint Venture for each type of insurance required in Paragraph 9.1, and any other coverages which may be necessary to protect the Parties to this Agreement. Deductible and payment apportionment listed in 9.4 and time requirements listed in 9.2 should also be inserted here.)

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ARTICLE 20
OTHER CONDITIONS OR SERVICES

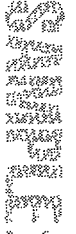
20.1 Principal Place of Business:

20.2 Jurisdiction:

20.3 Fiscal Year:

20.4 Interim Decision Maker:

(Insert other conditions and descriptions of other services.)



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This Agreement entered into as of the day and year first written above, and is executed in at least two original copies of which one is to be delivered to each Party to this Agreement.

FIRST PARTY

SECOND PARTY

(Signature)

(Signature)

(Printed name and title)

(Printed name and title)



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AIA Document D101

Methods of Calculating Areas and Volumes of Buildings

There is no single standard for calculating areas and volumes of buildings. This document describes several options for calculation that may be at variance with applicable building code(s). Concurrence as to method(s) used and conformance to applicable code(s) is necessary.

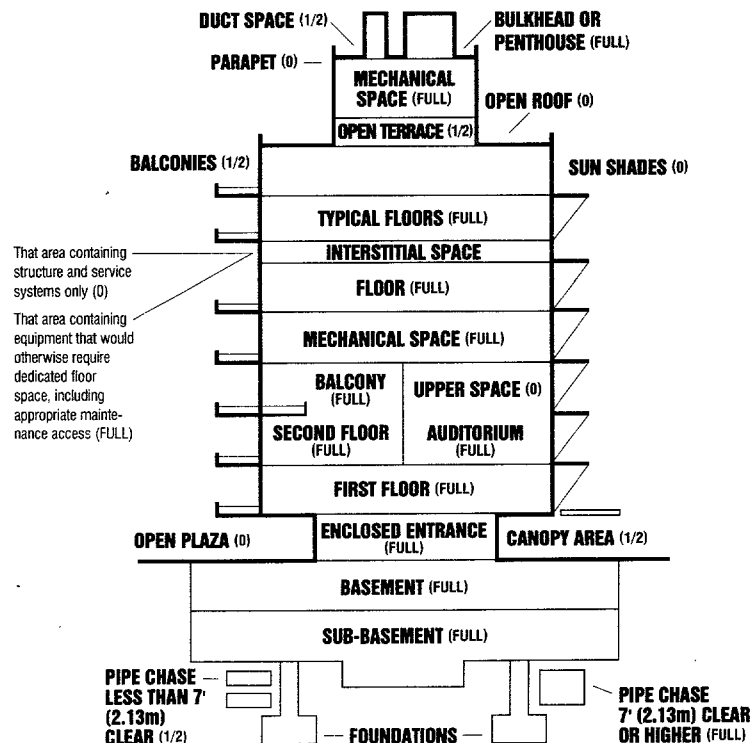
ARCHITECTURAL AREA OF BUILDINGS

The ARCHITECTURAL AREA of a building is the sum of the areas of the floors of the building, measured from the exterior faces of exterior walls or from the centerline of walls separating buildings. The architectural area includes basements, mezzanines, intermediate floors and penthouses, provided that these areas have a minimum of seven feet (2.13 meters) headroom height. Discretion is advised in calculating areas of interstitial space, such as mechanical spaces where live load requirements meet or exceed those permitted for habitation under local building codes.

- Paved or finished covered areas, such as open porches and similar spaces, shall have the architectural area multiplied by an area factor of 0.50.
- The architectural area does not include such features as utility chases (less than seven feet [2.13 meters] to any physical obstruction), exterior terraces, steps or eaves.

ARCHITECTURAL VOLUME OF BUILDINGS

The ARCHITECTURAL VOLUME (cubic volume) of a building is the sum of the products of the areas defined above, multiplied by the floor-to-floor height or floor-to-mean-finished-roof height.



ARCHITECTURAL
AREA DIAGRAM



The STANDARD NET ASSIGNABLE AREAS are those portions of a building that are available for assignment as usable area or as rental area to an occupant.

OFFICE ASSIGNABLE AREAS

The USEABLE AREA is measured and calculated:

- from the center lines of common walls or partitions separating two or more USEABLE AREAS;
- to the inside surface of interior finishes of other walls or partitions separating such USEABLE AREAS from shared common areas, such as corridors, interior atriums and the exterior;
- without deduction for the building's functionally necessary elements, such as columns, projections and minor vertical floor penetrations for mechanical and electrical duct enclosures.

The RENTABLE AREA is measured and calculated:

- from the center lines of demising walls or partitions separating two or more RENTABLE AREAS;
- to the inside surfaces of the exterior walls; and
- including the pro-rata share of common areas, such as corridors and atriums;
- without deduction for the building's functionally necessary elements, unless it is a major vertical penetration such as a stairway, elevator or escalator shaft that is shared with the floors above or below.

The sum of all tenant's RENTABLE AREAS should equal the entire area of the building's floor(s) after deductions have been made for any major vertical penetrations shared with the floors above or below.

Additions may be made for major vertical penetrations such as stairways or other transportation elements when those penetrations are contained solely within the tenant's USEABLE AREA and RENTABLE AREA and the use is not shared with other tenants.

RETAIL ASSIGNABLE AREAS

RETAIL AREAS, sometimes referred to as Gross Leasable Area (G.L.A.), are computed by measuring from the exterior face of the building, store front or lease line, to the exterior face of the other outer building wall(s) or outer face of common area partitions and from the center line of walls between adjacent lease spaces, without deduction for the building's functionally necessary elements such as columns, projections and minor vertical floor penetrations for mechanical and electrical duct enclosures.

RESIDENTIAL LIVING AREAS

RESIDENTIAL LIVING AREAS include those spaces used for habitation in accordance with applicable building code(s) and ordinance(s). All areas are measured from the outside of the exterior walls.

AIA Document D200

Project Checklist

PROJECT NAME:

PROJECT NUMBER:

DATE:

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THE AMERICAN INSTITUTE OF ARCHITECTS

Introduction

The Project Checklist is a project management tool (see *The Architect's Handbook of Professional Practice* under Project Management). Some items may be inapplicable to a particular project, owner or architectural firm. Conversely, additional items may be required for a particular project, owner or firm.

This list assumes the use of standard AIA documents and MASTERSPEC®. If the project requirements preclude use of AIA documents or MASTERSPEC®, the Checklist may require some alteration in terminology.

The Project Checklist is a workbook that is intended to be used in its original form by the purchaser. Unlike other AIA documents that have "fill-in" areas and are sold with a limited license for reproduction, D200 does not carry any such license, and is not intended for reproduction in any form.

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PROJECT NAME:
PROJECT NUMBER:

1. PRE-DESIGN: Project Feasibility

Notes

- ▷ Determine if the Owner is financially sound.
- ▷ Determine if the Owner is committed to completion of the project.
- ▷ Determine the impact of the following factors on project location:
 - Social
 - Economic
 - Growth
 - Climate
 - Solar
 - Views
 - Transportation
 - Parking
 - Support services
 - Security
- ▷ Request information on the following:
 - Regulatory constraints
 - Variances
 - Special permits
 - Special interest groups
 - Deed restrictions
 - Pending use controls
 - Retroactive controls
 - Special site constraints
- ▷ Determine general time schedule for:
 - Project authorization
 - Project staffing
 - Design
 - Cost estimating
 - Financing
 - Documentation
 - Design review/quality control
 - Permit processing
 - Phasing
 - Special-order furnishings and equipment
 - Construction
 - Data and security hook-up
 - Move-in
 - Test operations
 - Rental/sales/leasing
- ▷ Identify special financial possibilities
- ▷ Analyze real estate market:
 - Absorption rate
 - Capture rate

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PROJECT NAME: PROJECT NUMBER:
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Notes	1. PRE-DESIGN: Project Feasibility
	<ul style="list-style-type: none"> • Market rent • Cost and income projections ▷ Develop estimates for total project cost including: <ul style="list-style-type: none"> • Property • Survey and soil reports • Site preparation • Predesign and programming • Architectural compensation • Engineering compensation • Special consultants • On-site improvements • Off-site improvements • Permits • Testing • Inspection • Construction • Tenant improvements • Furniture • Equipment • Telecommunications systems • Security • Landscaping • Property taxes • Insurance • Mortgage loan fees • Interim loan fees • Interest payments • Closing costs • Post-design services • Leasing agent fees • Sales commission • Contingency allowances ▷ Develop estimates for annual project operating expenses including: <ul style="list-style-type: none"> • Debt service • Utilities • Facilities management • Leasing • Cleaning • Maintenance • Landscaping • Exterior maintenance • Property taxes

PROJECT NAME:
PROJECT NUMBER:

1. PRE-DESIGN: Project Feasibility

Notes

- Insurance
- Accounting fees
- Security
- Inflation index
- Contingency allowances
- Operations personnel
- ▷ Develop estimates for gross rental, lease or sale income including:
 - Space or function types
 - Square footage
 - Income per square foot
 - Vacancy rate
- ▷ Prepare cash flow statement
- ▷ Obtain special tax considerations, if any, including:
 - Tax incentives
 - Building depreciation
 - Furniture/equipment depreciation
 - Deferred taxes
 - Interest deductions
 - Capital gain

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PROJECT NAME: PROJECT NUMBER:
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Notes	1. PRE-DESIGN: Project Presentation
	<ul style="list-style-type: none"> ▷ Identify project team and what presentation role each member will play. ▷ Identify Owner team personnel and roles. ▷ Submit project questionnaire to Owner. ▷ Identify Owner requirements and address prior to the presentation. ▷ Prepare agenda and story boards for presentation. ▷ Identify presentation site and configuration: <ul style="list-style-type: none"> • Lighting • Outlets—how many—where • Existing projection capabilities • Table • Seating • Size • Natural light • Blinds/curtains • Special equipment • Screen type and size ▷ Decide on presentation format and media for this project: <ul style="list-style-type: none"> • Drawings • Renderings • Models • Photos • Slides • Overhead projection • Video • Computer—CAD—transport equipment ▷ If presentation is out of the office, determine equipment required: <ul style="list-style-type: none"> • Slide or overhead projection <ul style="list-style-type: none"> ◦ Extra lamp ◦ Different lens ◦ 50' extension cord ◦ Extra slide tray ◦ Extra support (for height adjustment) ◦ Need to bring screen • Computer <ul style="list-style-type: none"> ◦ Outlet type ◦ Enlargement capability for projection ◦ Table for support ▷ Brief participants on dress, speaking roles and seating. ▷ Set time limit on presentation. ▷ Request debriefing—be specific.

PROJECT NAME:
PROJECT NUMBER:

1. PRE-DESIGN: Pre-Contract

Notes

- ▷ Verify your ability to meet the professional liability insurance and licensing requirements of the project locality.
- ▷ Determine basis of services:
 - Basic services agreement
 - Designated services agreement
 - Interior design services agreement
 - Construction management agreement
 - Design/build agreement
- ▷ Determine what constitutes additional or supplemental services if basic services agreement is used.
- ▷ Determine designated services based on AIA Document B163, if applicable.
- ▷ Ascertain method for award of construction contract:
 - Direct selection
 - Competitive bidding (open or closed)
 - Negotiated
 - Single-prime
 - Multiple prime
 - Construction management
 - Design/build
- ▷ Review program requirements with the Owner.
- ▷ Determine Owner's time schedule for bidding and occupancy.
- ▷ Determine Owner's budget and determine its basis (e.g., cost estimate, available funds, fixed limit of construction cost, etc.).
- ▷ Determine whether project budget, schedule and program objectives are compatible and realistic.
- ▷ Determine the compensation method for all services.
- ▷ Select and organize the design team, including structural, mechanical, electrical and special consultants.
- ▷ Inquire regarding consultants' abilities to meet time schedule, liability insurance and licensing requirements; determine compensation.
- ▷ Prepare project estimating and budget worksheet:
 - Time required for services
 - Personnel time and production cost projections
 - Cost of basic services for entire project
 - Cost of contemplated additional services
 - Compensation required for additional services
 - Estimate of reimbursable expenses
 - Cost of special insurance
 - Other costs (consultants, etc.)
- ▷ Verify form of general conditions to be used.
- ▷ Prepare Owner/Architect agreement form and submit to Owner. Have legal and insurance counsel review any modifications or specific provisions required by Owner.

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PROJECT NAME: PROJECT NUMBER:
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Notes	1. PRE-DESIGN: Pre-Contract
	<ul style="list-style-type: none"> ▷ Verify that the office has the means, space, equipment and personnel capabilities required to complete the project. Consider: <ul style="list-style-type: none"> • Conflicts with other projects • New hiring • Expansion • Joint venture • Branch office ▷ Review final agreement with legal and insurance counsel. Approve any modifications made by Owner, or renegotiate. ▷ Verify that party signing for Owner is legally authorized to execute the agreement. ▷ Prepare three originals for signature, complete execution of the agreement and schedule or initiate the first formal phase of work. ▷ Submit initial invoice to Owner; if applicable, include reimbursable expenses. ▷ Submit information required by the agreement. ▷ Distribute executed originals and copies of the final agreement to appropriate parties. ▷ Assign project number.

PROJECT NAME:
PROJECT NUMBER:

1. PRE-DESIGN: Project Administration

Notes

- ▷ Determine the first phase of work as defined in the executed Owner-Architect agreement:
 - Feasibility/market studies
 - Financial feasibility
 - Budget feasibility
 - Assistance in preparing financing applications and/or any other special applications
 - Assistance in preparing initial agency permit applications
 - Assistance in selecting consultant for EIR report
 - Assistance in special studies or analysis prior to programming
 - Programming
- ▷ Allocate architectural fee:
 - Profit
 - Direct expenses
 - Indirect expenses
 - Consultants
- ▷ Compare architectural fee with office's hourly costs and establish the number of work hours for each phase of work:
 - Programming
 - Site Analysis
 - Schematic Design
 - Design Development
 - Construction Documents
 - Bidding or Negotiation
 - Contract Administration
 - Post-Construction services
- ▷ Prepare a project schedule based on the project objectives and architectural fee.
- ▷ Distribute the project schedule to all project participants.
- ▷ Create a project record book in accordance with office standards.
- ▷ Develop project accounting procedures.
- ▷ Maintain weekly project expense reports.
- ▷ Determine monthly calendar date for submittal of invoices from consultants.
- ▷ Create project filing system in accordance with office standards.
- ▷ Prepare project directory.
- ▷ Distribute project directory.
- ▷ Distribute copies of the Owner-Architect agreement to all project consultants for review.
- ▷ Verify consultant professional liability coverage.
- ▷ Prepare consultant agreements and obtain signatures.
- ▷ Distribute executed consultant agreements.

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PROJECT NAME:
PROJECT NUMBER:

Notes

1. PRE-DESIGN: Project Programming

- ▷ Determine the extent of Owner, Architect and consultant responsibilities relative to the building design program.
- ▷ Reconcile the building design program with the Owner's budget. Advise the Owner if budget and program are not compatible.
- ▷ Verify the Owner's list of building functions and spaces.
- ▷ Verify the Owner's list of equipment and furnishings.
- ▷ When applicable, propose to the Owner the implementation of user surveys.
- ▷ Identify the Owner's requirements for growth projections.
- ▷ Identify the Owner's representative responsible for functional relationships and their hierarchies.
- ▷ Identify specific departmental and room occupancies.
- ▷ Create room function and relationship criteria and proceed with a user survey.
- ▷ Create a departmental interaction matrix.
- ▷ Create a room-by-room interaction diagram.
- ▷ Create a bubble diagram of the departmental and room-by-room interaction matrix with important relationship rankings.
- ▷ Determine the Owner's spatial requirements.
- ▷ Determine preliminary structural, mechanical, electrical and other engineering systems.
- ▷ Create horizontal and vertical diagrammatic block plans with relative spatial requirements. Identify all rooms, corridors, and vertical circulation; provide exit analysis.
- ▷ Review the diagrammatic block plans and program with the Owner.
- ▷ Obtain the Owner's written authorization to proceed.

PROJECT NAME:
PROJECT NUMBER:

2. SITE ANALYSIS: Site Evaluation

Notes

- ▷ Request land survey from the Owner.
- ▷ Review the topographic and boundary survey. Check major features through on-site observation.
- ▷ Determine zoning requirements.
- ▷ Secure photographs showing major site features and surrounding influences.
- ▷ Secure available USGS maps of the site.
- ▷ Secure any maps or photos produced by local or state agencies of the site.
- ▷ Secure an aerial photograph of the entire site and its surroundings.
- ▷ Obtain seasonal climate and microclimate data from the weather service.
- ▷ Obtain seasonal solar orientation data.
- ▷ Prepare solar orientation diagrams.
- ▷ Determine drainage, erosion control and storm water detention requirements.
- ▷ Obtain consultant site data requirements.
- ▷ Prepare a list for the Owner's review of testing companies and laboratories that may be used to analyze the site.
- ▷ Assist the client in securing necessary soil and related site tests and required investigations.
- ▷ Determine availability, quantity and quality of existing site utilities.
- ▷ Verify from local and state agencies what special site investigations are required.
- ▷ Have the design team and all consulting staff visit and examine the site. Confirm that all site data has been reviewed by all responsible parties prior to proceeding with site design.
- ▷ If required by the contract, construct a model of the topographic survey.

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PROJECT NAME: PROJECT NUMBER:
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Notes	2. SITE ANALYSIS: Environmental Impact Report
	<ul style="list-style-type: none"> ▷ Determine format and content requirements: <ul style="list-style-type: none"> • Legal requirements of format and content • Public agency checklists • Samples of similar reports in public records ▷ Determine the structure of the report; include general and specific environmental issues. ▷ Report on topics relating to: <ul style="list-style-type: none"> • Aesthetic enhancement • Neighborhood and local enhancement • Enhancement of neighborhood or local economy • Land use improvements • Traffic flow and parking improvements • Site accessibility including ADA compliance • Air quality protection or improvements • Microclimate, air motion and humidity improvements • Water quality protection or improvement • Improved surface water flow • Improved ground water retention • Earth slide and erosion prevention • Animal life preservation or enhancement • Plant life protection or enhancement • Historic preservation • Archeological protection • Noise abatement • Hazardous materials • Glare and reflectance prevention • Natural resource development • Tax revenue increase • Improved market for utility services • Improved market for local services • Neighborhood or local security improvement • Health and recreation enhancements • Local ethnic values recognition ▷ Identify environmental impact considerations relating to: <ul style="list-style-type: none"> • Acquisition of property • Relocation of tenants or Owners • Effect of the project on other real property • Demolition of existing structures/tree salvage and removal • Construction • Operation of the facility • Future related or contiguous development

PROJECT NAME:
PROJECT NUMBER:

2. SITE ANALYSIS: Permits

Notes

- ▷ Prepare a directory of governing agencies and their representatives' names, addresses, and phone numbers. Include a section that lists applicable codes, regulations and ordinances that pertain to this project.
- ▷ Identify applicable revisions or changes to codes, regulations and ordinances.
- ▷ Identify the full approval process and prepare a sequential schedule indicating each agency's approval, timeframe and deadline.
- ▷ Identify team members responsible for governing agency contact.
- ▷ Meet with agency representatives to identify special problems.
- ▷ Meet with the Owner to review all ambiguities and contradictions in the applicable codes, regulations and ordinances. Map out a strategy to address these issues. Assist the Owner in completion of applications for approval.

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PROJECT NAME:
PROJECT NUMBER:

3. SCHEMATIC DESIGN

Notes

- ▷ Periodically review internal office budgets and production schedules; compare with actual progress.
- ▷ Submit monthly or periodic invoices to the Owner for payment; include reimbursable expenses.
- ▷ Obtain the name of the Owner's authorized representative.
- ▷ Update and distribute project directory.
- ▷ Assign staff to the project.
- ▷ Distribute project schedule to Owner, project staff and consultants.
- ▷ Review all data furnished, including building design program, budget, project budget, legal, site, code, space and special Owner requirements.
- ▷ Prepare functional space plans.
- ▷ Provide engineers and consultants with pertinent program data and functional space plans.
- ▷ Analyze comparative systems with engineers and consultants; select systems to be used in the project. Determine system space and location requirements.
 - Structural
 - Mechanical
 - Electrical
 - Other consultants
- ▷ Require all consultants to produce their schematic plans following the same format, scale, and drawing positioning as the architectural drawings.
- ▷ Create or obtain lists of special building equipment and fixtures required by the Owner that may affect consultants' work; distribute the lists to appropriate consultants.
- ▷ Review architectural schematic diagrams with consultants. Conduct one or more consultant coordination meetings regarding system compatibility.
- ▷ Confirm that the selected engineering and construction systems are compatible with one another.
- ▷ Prepare basic Schematic Design documents to include:
 - Site plan with diagrammatic indications showing horizontal relationships
 - Sections through the site showing vertical relationships
 - Principal floor plans
 - General descriptive views or elevations
 - Illustrative sketches, models or renderings, if required
- ▷ Calculate areas and volumes, and analyze plan efficiency of the design by usable area, area per person or other method.
- ▷ Prepare a general description of the project, including materials and equipment outlines.
- ▷ Begin research on materials, equipment, fixtures and building systems. Create a products and materials file.
- ▷ Start project outline specifications.

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PROJECT NAME: PROJECT NUMBER:
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Notes	3. SCHEMATIC DESIGN
	<ul style="list-style-type: none"> ▷ Obtain and review statements of probable construction cost from each consultant. ▷ Prepare an estimate of probable construction cost based on all available data. Include appropriate contingency to cover future development of the project. If requested by Owner, provide a detailed estimate and/or life cycle costing as an additional service. ▷ Select construction cost estimating system: <ul style="list-style-type: none"> • Square foot unit cost • Square foot cost according to building type • Volume unit cost • Systems estimate • Quantity survey ▷ Submit Schematic Design documents to the Owner. (These documents may include, but may not be limited to, drawings, descriptions, calculations, outline specifications, colors, materials and statements of probable construction cost.) ▷ Plan appropriate presentation media. ▷ Prepare presentation of optional design features and variations. ▷ After presentation, evaluate changes and comments. ▷ Document revisions to scope of the work and review with the Owner. ▷ Obtain Owner's written approval of Schematic Design documents. ▷ Obtain Owner's written authority to proceed to the Design Development phase. ▷ Submit monthly or periodic invoice to the Owner for payment; include reimbursable expenses.

PROJECT NAME:
PROJECT NUMBER:

4. DESIGN DEVELOPMENT

Notes

- ▷ Review unresolved issues on Schematic Design checklist.
- ▷ Periodically review internal office budgets and production schedules; compare with actual progress.
 - Review and update schedule of completion dates for this and all subsequent phases. Inform the project team and Owner of any revisions.
 - Review and update staff time and production cost projections.
 - Adjust number and type of staff as required.
 - Distribute updated project schedule to Owner, staff and consultants.
 - Update and distribute project directory.
- ▷ As documents develop, confer with and obtain preliminary review from regulatory agencies such as:
 - Building department
 - Fire marshal (state & local)
 - Dept. of Health
 - Dept. of Education
 - Zoning commission
 - Planning commission
 - Design review board
 - Other:
- ▷ Identify all documents with project number and date.
- ▷ Submit monthly or periodic invoice to the Owner for payment; include reimbursable expenses.
- ▷ Obtain Owner's approval of expenditures for any models, perspectives or renderings required for the project.
- ▷ Review the building design program and verify compliance.
- ▷ Re-check Schematic Design documents for code compliance.
- ▷ Obtain Owner's approval in the event that additional consultants are required.
- ▷ Receive results of all investigations and tests, including soil borings and analysis. If necessary, request additional information. Forward final information to appropriate consultants.
- ▷ Review all other data received from the Owner and consultants. If necessary, request additional data.
- ▷ Obtain Owner's standards and requirements, if any, for document format and other presentation materials.
- ▷ In consultation with the Owner and consultants, develop a checklist of special systems.
- ▷ Define actual occupancy for each area, check against program, and forward to consultants.
- ▷ Request that the structural engineer(s) investigate and report on their review of applicable regulations.

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PROJECT NAME: PROJECT NUMBER:
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Notes	4. DESIGN DEVELOPMENT
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- ▷ Request that the mechanical and electrical engineers:
 - contact utility companies and public authorities for all services and initiate approval process;
 - investigate and report on their review of all applicable local, public and utility regulations;
 - notify the Architect of space and location requirements for systems; and
 - prepare estimates of probable operating costs with recommendations for implementation.
- ▷ Review engineers' estimates of probable operating costs and forward to Owner. Obtain Owner's approval of the selected fuel source(s).
- ▷ Prepare site plan indicating building location(s) and site improvements.
- ▷ Prepare other necessary documents to include: plans, elevations, sections, schedules and notes.
- ▷ Prepare area calculations (net and gross).
- ▷ Prepare building volume calculations.
- ▷ Prepare a preliminary Project Manual.
- ▷ Update materials, equipment, fixtures and building systems file.
- ▷ Direct consultants to prepare design documents as required to illustrate and describe their portions of the project.
- ▷ Require all consultants to produce their design documents following the same format as the architectural drawings.
- ▷ Conduct one or more group coordination meetings with consultants.
- ▷ Reach agreement on structural, mechanical, electrical, and other building systems.
- ▷ Confirm that the selected engineering and construction systems are compatible.
- ▷ Direct consultants to provide preliminary construction cost estimates for their portions of the project.
- ▷ Update the statement of probable construction cost. If specifically requested by the Owner, provide a detailed cost estimate as an additional service.
- ▷ Submit Design Development documents.
- ▷ Plan and prepare appropriate presentation materials.
- ▷ After the presentation, identify changes, repercussions, contradictions or conflicts and discuss with Owner.
- ▷ Confirm with the Owner which contracting procedure will be used.
- ▷ Obtain Owner's written approval of Design Development documents.
- ▷ Obtain Owner's written authorization to proceed to Construction Documents phase.
- ▷ Submit monthly or periodic invoice to the Owner for payment; include reimbursable expenses.

PROJECT NAME:
PROJECT NUMBER:

5. CONSTRUCTION DOCUMENTS

Notes

- ▷ Review unresolved issues on the Design Development checklist.
- ▷ Periodically review internal office budgets and production schedules; compare with actual progress.
- ▷ Review and update schedule of completion dates for this and all subsequent phases. Inform the project team and Owner of any revisions.
- ▷ Establish a clear chain of command and response for the Construction Documents phase.
- ▷ Review and update staff time and production cost projections.
 - Adjust number and type of staff as required.
 - Distribute updated project schedule to Owner, project staff and consultants.
- ▷ Schedule training sessions for personnel who are not experienced in applicable production methods.
- ▷ Update and distribute project directory.
- ▷ Identify all documents with project number and date.
- ▷ As documents develop, confer with and obtain further review from regulatory agencies such as:
 - Building department
 - Fire marshal (state & local)
 - Dept. of Health
 - Dept. of Education
 - Other:
- ▷ Check with the applicable regulatory agencies and establish schedule for submission and/or review.
- ▷ Coordinate the work of all team members, including consultants.
- ▷ Coordinate drawings with Project Manual.
- ▷ Update preliminary construction cost estimate and advise the Owner of any changes.
- ▷ Submit monthly or periodic invoice to the Owner for payment; include reimbursable expenses.
- ▷ Review the program and verify compliance.
- ▷ Re-check Design Development documents for code compliance.
- ▷ Develop a list of required drawings; check requirements of the Owner and governing bodies.
- ▷ Prepare a one-fourth size mock-up of all project drawings, their sequence, and the information to appear on each sheet. Distribute copies to concerned parties for review; then distribute final copies to all staff as a supervisory guide.
- ▷ Determine the final printing system.
- ▷ Determine specific drafting systems appropriate to parts or all of the project and include them in the mock-up set.
 - Computer text and/or CAD graphics
 - Manual drafting
 - Photo drafting
 - Overlay drafting
 - Keynotes

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PROJECT NAME:
PROJECT NUMBER:

Notes

5. CONSTRUCTION DOCUMENTS

- Linked notes and/or details with CSI numbers (ConDoc™)
- Full sheets of reusable standard or typical file data
- Paste-up
- ▷ Review the completed working drawing index with all concerned parties. Obtain feedback and make revisions as necessary.
- ▷ Determine the completion date of the limited architectural floor plan base sheet(s) for consultants' use.
- ▷ Develop title block format (check requirements of Owner, licensing laws and governing bodies).
- ▷ Develop format for door, window and finish schedules.
- ▷ Establish a checklist and timetable for the client's applications for approvals and permits from governing bodies.
- ▷ If applicable, determine alternates, cash allowances and unit prices.
- ▷ Obtain Owner's instructions on insurance, bonds, construction agreements and bidding procedures.
- ▷ Submit copies of General and Supplementary Conditions for Owner's review, or obtain Owner's specific contract requirements.
- ▷ Determine what items, if any, are to be furnished by the Owner, and those items not to be included in the contract.
- ▷ Verify Owner's acceptance of the proposed designs for mechanical and electrical systems.
- ▷ Monitor approval and permit process.
- ▷ Obtain schedule for delivery and installation of Owner-furnished materials.
- ▷ Assemble final drawings and specifications for coordination.
- ▷ Conduct team meetings to resolve coordination issues.
- ▷ Revise documents as required.
- ▷ If project will be bid, assemble bidding documents.
- ▷ Determine whether prevailing wage rate statutes apply in project jurisdiction.
- ▷ Prepare final calculations of net and gross areas and volumes.
- ▷ Obtain each consultant's final construction cost estimate for their portion of the project.
- ▷ Prepare final construction cost estimate.
- ▷ Prepare testing and quality control program budgets and assist Owner in selection of testing agency.
- ▷ Submit drawings, Project Manual, construction cost estimate and area calculations to the Owner.
- ▷ Review list of potential bidders with the Owner.
- ▷ Obtain and review qualification statements from interested bidders.
- ▷ Place Architect's and engineers' seals on the documents and obtain signatures required by reviewing authorities.
- ▷ Assist Owner in filing documents for final approvals and permits.
- ▷ Obtain Owner's written authorization to proceed to the Bidding or Negotiation phase.
- ▷ Submit monthly or periodic invoice to the Owner for payment; include reimbursable expenses.

PROJECT NAME:
PROJECT NUMBER:

6. BIDDING OR NEGOTIATION

Notes

- ▷ Review unresolved issues from Construction Documents phase.
- ▷ Review and update project schedule.
- ▷ Investigate whether other major projects have concurrent bid dates, or if other factors require bid date modification.
- ▷ Consult with the Owner's legal counsel on the existence of any special laws regarding the bidding process, construction documents and forms of agreement.
- ▷ Identify the Architect's and Owner's respective responsibilities in advertising for bids, receiving bids, bid evaluation and negotiation.
- ▷ For open bidding, publish advertisement for bids (in some cases, Owner may publish). If separate prime contracts are to be awarded, separate advertisements may be necessary.
- ▷ Obtain and review qualification statements from interested bidders.
- ▷ For bidding by invitation, notify selected bidders.
- ▷ If the construction contract is based on negotiation, assist the Owner in negotiating with prospective Contractor(s).
- ▷ Prepare register of bid documents.
- ▷ Distribute bidding documents to bidders and obtain deposits.
- ▷ Issue documents to plan rooms.
- ▷ Hold a pre-bid conference, prepare a report and distribute copies.
- ▷ Record responses to bidders' requests for clarification in the form of a written addendum distributed to all bidders.
- ▷ Upon return of documents, refund bid security to bidders who either withdraw or are disqualified.
- ▷ Evaluate proposed substitutions and requests for product approval; notify bidders of accepted substitutions by addendum.
- ▷ Confirm participation of prospective bidders.
- ▷ Prepare a bid tabulation form.
- ▷ Assist the Owner in the receipt, tabulation and analysis of bids; check bids for irregularities.
- ▷ Advise the Owner on selection of alternates and obtain Owner's approval.
- ▷ Assist the Owner in the process of acceptance or rejection of bids.
- ▷ Notify bidders of acceptance or rejection; obtain return of bidding documents from unsuccessful bidders. Return their deposits and bid securities. (Hold bid security of lowest bidders until execution of the contract).
- ▷ Request and receive submission of post-bid information.
- ▷ Assist Owner's legal counsel in preparation of construction contract(s). If separate prime contracts are to be awarded, obtain assistance of consultants.
- ▷ Schedule times for confirmation of required Owner and Contractor insurance coverages.
- ▷ Obtain from the Contractor performance bonds, labor and material payment bonds, and any contract bonds required by statute. Review and forward copies of bonds to the Owner.

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PROJECT NAME:
PROJECT NUMBER:

Notes

6. BIDDING OR NEGOTIATION

- ▷ Obtain the Contractor's certificate of insurance. Review and forward copies of the certificate to the Owner.
- ▷ Obtain a copy of the property insurance policy from the party responsible for obtaining such coverage. Review and forward copies to the other party.
- ▷ Identify and review any atypical insurance arrangements between Owner and Contractor. Include descriptions of such arrangements in the contract.
- ▷ Assist the Owner in preparing and sending to the Contractor(s) notices to proceed with the work.
- ▷ Provide the Contractor with all necessary contract documents.
- ▷ Obtain Owner's written approval to proceed with Construction Contract Administration phase.
- ▷ Submit monthly or periodic invoice to the Owner for payment; include reimbursable expenses.

PROJECT NAME:
PROJECT NUMBER:

7. CONSTRUCTION CONTRACT ADMINISTRATION

Notes

- ▷ Review unresolved issues from Bidding or Negotiation phase.
- ▷ Update project directory.
- ▷ Review and update project schedule.
- ▷ Develop and implement a system of routing and distribution for project correspondence and submittals.
- ▷ Create construction contract administration files to include:
 - Correspondence and meeting reports
 - Schedules
 - Field reports
 - Project photography
 - Phone log
 - Requests for Information (RFIs)
 - Requests for Proposals (RFPs)
 - Construction Change Directives (CCDs)
 - Change Orders
 - Supplemental instructions
 - Quality control reports
 - Submittals
 - Agency inspections, permits and approvals
 - Applications for payment
 - Owner–Architect agreement
 - Owner–Contractor agreement(s)
 - Consultant agreement(s)
 - Schedule of Values
 - Observations of contractor performance
 - Certificates of insurance
 - Property insurance policy
 - Contract bonds
 - Project close-out
- ▷ Assign contract administration and site observation responsibilities.
- ▷ With the Owner, review and approve or take other appropriate action on Contractor's list of subcontractors and suppliers.
- ▷ Notify the consultants of selected prime contractor(s) and subcontractors.
- ▷ Obtain and review Contractor's submittal schedule.
- ▷ Establish a time for the preconstruction meeting.
- ▷ Establish site observation and project meeting schedules; coordinate with agency inspection requirements.
- ▷ If required, notify the Owner to submit applications for permanent gas, electric, water, telephone and other services.
- ▷ Have Owner file a copy of all property insurance policies with Contractor.

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PROJECT NAME:
PROJECT NUMBER:

Notes

7. CONSTRUCTION CONTRACT ADMINISTRATION

- ▷ If the Owner does not intend to purchase property insurance, have Owner notify Contractor in writing. If the Contractor elects to purchase such insurance, initiate appropriate change order.
- ▷ Review construction budget (including contingencies) with the Owner.
- ▷ Review Owner-supplied labor and materials.
- ▷ If required, send the notice to proceed to the Contractor.
- ▷ Keep Owner informed on the progress of the work. Prepare a field report for each visit to the site.
- ▷ Obtain and review the Contractor's updated progress schedule and advise the Owner of potential revisions to anticipated occupancy date.
- ▷ Prior to the first application for payment, receive, review and approve, if appropriate, Contractor's schedule of values.
- ▷ Receive and review the Contractor's applications for payment; respond appropriately.
- ▷ Verify requirements, if any, for reduction in retainage and have Contractor submit consent of surety documentation.
- ▷ Submit monthly or periodic invoice to the Owner for payment; include reimbursable expenses.
- ▷ List tests required for the project and note their approximate dates in accordance with current construction schedule.
- ▷ Obtain and review required test reports.
- ▷ Receive submittals; review, take appropriate action, and return to the Contractor.
- ▷ Maintain submittal log.
- ▷ Review Contractor's proposed cost for changes and respond appropriately.
- ▷ Receive from the Contractor notification of substantial completion and list of items to be completed or corrected.
- ▷ Inspect the project to confirm substantial completion.
- ▷ Respond to the Contractor's punch list of remaining work to be repaired or completed.
- ▷ If applicable, review Contractor's request for a reduction of retainage.
- ▷ When the project is judged to be substantially complete, prepare a Certificate of Substantial Completion.
- ▷ If reproducible record drawings are required, provide the Contractor with appropriate media.
- ▷ Request that the Contractor submit project close-out documents.
- ▷ Review the close-out submittals for completeness.
- ▷ Verify that the Contractor has obtained a certificate of occupancy or occupancy permit.
- ▷ Review the Contractor's request for final inspection and conduct a field inspection of the project to confirm completion.
- ▷ Prepare a final field inspection report.
- ▷ Review the Contractor's application for final payment, including required attachments such as waivers of lien and consent of surety documentation.

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SAMPLE:

PROJECT NAME:
PROJECT NUMBER:

7. CONSTRUCTION CONTRACT ADMINISTRATION

Notes

- ▷ Issue a final certificate for payment.
- ▷ Submit [final] monthly or periodic invoice to the Owner for payment; include reimbursable expenses.
- ▷ Assemble and file for future reference complete project and cost records for both construction and professional services.
- ▷ Archive project information and materials according to type; indicate duration for archival retention (prior to discard).
- ▷ Prior to expiration of the one-year period of corrections, obtain the Owner's authorization to conduct an inspection to determine if any work is required by the Contractor to remedy defects.

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PROJECT NAME:
PROJECT NUMBER:

8. POST-CONSTRUCTION SERVICES

Notes

- ▷ Perform post-construction services in accordance with the Owner-Architect agreement. Such services may include:
- Maintenance and operational programming
 - Start-up assistance
 - Record drawing
 - Warranty review
 - Post-contract evaluation

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INSTRUCTION SHEET

FOR AIA DOCUMENT G601, REQUEST FOR PROPOSAL—LAND SURVEY—1994 EDITION

A. GENERAL INFORMATION

1. Purpose

AIA Document G601 is intended to be used initially as a Request for Proposal and subsequently may form the agreement between the Owner and Land Surveyor for land surveying services. The Request for Proposal enables the Owner, in consultation with the Architect, to furnish the Land Surveyor with specific requirements for the Project site survey. The Owner and Land Surveyor may each incorporate attachments to G601, so long as they are appropriately referenced therein. When signed by both parties, G601 becomes the agreement between Owner and Land Surveyor. Therefore, the Owner's signature should only be applied after thorough review of any modifications and attachments provided by the Land Surveyor.

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

2. Related Documents

Under the AIA documents and many other design professional agreements, the Owner is normally responsible for engaging the services of a Land Surveyor in order to obtain information on the Project site when such information is deemed necessary by the Architect. Related AIA documents include:

B141	Standard Form of Agreement Between Owner and Architect
B141/CMA	Standard Form of Agreement Between Owner and Architect—Construction Manager-Adviser (CMA) Edition
B151	Abbreviated Owner-Architect Agreement Form for Construction Projects of Limited Scope
B163	Standard Form of Agreement Between Owner and Architect for Designated Services
B181	Standard Form of Agreement Between Owner and Architect for Housing Services

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. If there are any significant omissions, additions or variances from the terms of similar standard AIA forms, both legal and insurance counsel should be consulted.

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 eighty years of experience and have been tested repeatedly in the courts.

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. Limited License for Reproduction

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B. CHANGES FROM THE PREVIOUS EDITION

1. Format Changes

Whereas the 1979 edition of G601 was entitled "Land Survey Agreement", the 1994 edition has been retitled to more accurately reflect its use in practice. One key change in format is the introduction of options allowing the user to specify measurement in metric units.

2. Changes in Content

Article 1: General Provisions

This article, formerly titled Terms and Conditions, has been retitled as shown. In addition, the heading Land Survey Agreement has been replaced by Land Survey Proposal, so as to clarify the nature of the G601 document prior to execution by both parties.

Article 2: Property Information Provided By Owner

Formerly titled General Instructions, Article 2's new designation reflects its focus on Owner-supplied data. The paragraph on Accuracy Standards has been moved to Article 1; provisions relating to Drawing Requirements now form the new Article 3, and are described below.

Article 3: Drawing Requirements

This article clarifies drawing requirements and expands upon the measurement criteria that may be required for data collection. Please note that National Vertical Geodetic Datum is a national datum reference commonly used for survey work.

Article 4: Land (Boundary) Survey Requirements

The checklist has been modified and expanded to clarify requirements and more thoroughly define options. Paragraphs 4.9 and 4.10 now require investigation by the Surveyor to determine planned rights-of-way and street widenings.

Article 5: Topographical Survey Requirements

The checklist in this article has also been modified and expanded to clarify requirements and more thoroughly define options. Several options have been grouped together under the general heading of "utility information". Additional options allow the Owner to request descriptions of natural features and locations of soil contaminations when such contaminations have been identified by a geotechnical engineer or other qualified party under separate arrangement with the Owner.

Articles 7 & 8: Attachments by Owner/Land Surveyor

With regard to the attachments provided by both parties, the phrase "incorporated by reference below" has been added to clearly indicate that these documents are in and of the nature of the proposal/agreement, and are being made a part thereof. Article 8 terminology has also been revised to reflect possible inclusion of separate "terms and conditions", while the term "proposal" has been deleted from the description of potential attachments.

Articles 9 & 10: Submission/Acceptance of the Proposal

The method of execution has been more clearly defined through differentiation of the Submission and Acceptance signature blocks into two separate articles. In addition, Article 9 now stipulates that any proposed deviations from the Owner's requirements be clearly identified by the Surveyor.

C. COMPLETING THE G601 FORM:

1. Modifications

Users are encouraged to consult an attorney before completing an AIA document. Particularly with respect to professional licensing laws, 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 amendments. In the case of G601, many of the required modifications can be accomplished by checking the boxes that correspond to the appropriate provisions. The document may also be modified by striking out language directly on the original printed form, but care must be taken in making these kinds of deletions. 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 simply reviewing the modifications made to an original standard form, 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. General Procedures for Initiating the Request for Proposal:

Step 1: Consult Owner-Architect Agreement. The Owner and Architect should consult the applicable provisions of their agreement to verify who will be responsible for furnishing the services of the Land Surveyor. As noted in the *Related Documents* section of this Instruction Sheet, the AIA standard forms of agreement typically allocate this responsibility to the Owner. In such instances, the Architect should not engage the Surveyor, negotiate with the Surveyor, or authorize the Surveyor to perform or omit work.

Step 2: Determine Need for Services. The Architect, in consultation with the Owner, should determine the need for a survey of the site through the study of site photographs, visits to the site or such other means as may be available. The Architect should determine whether information thus obtained appears to be up-to-date, relevant and adequate for the Project.

Step 3: Determine Extent of Services. The Architect should determine the extent of services required for the Project. Care must be taken to request data that will adequately reflect the topology and boundaries of the site while avoiding the expense of obtaining unnecessary information. Caution: An existing boundary survey may still be accurate, though the site's topologic information may have changed. Surveying costs are often in direct proportion to the degree and extent of detail requested. Although adequate, up-to-date information is essential, the Owner is best served by avoiding requests for unnecessary data.

Technical Considerations: Aerial surveys should be considered for sites of 20 acres or more in circumstances where topographical information is desired. A ground survey can supplement the aerial survey as planning identifies and localizes the need for more detailed information. Multiple survey criteria may be described in the event that differing degrees of accuracy and detail are indicated. More than one drawing presented at differing scales may be appropriate. Where planned improvements are to occupy only a small part of the site, submit a preliminary plan to the Surveyor that distinguishes areas requiring significant detail from those that do not and provide appropriate instructions.

Requesting the location and identification of trees on unaffected portions of the site can unnecessarily result in a significant increase in survey cost where large numbers of trees are involved. It should also be noted that trees under three inches in diameter are almost impossible for a Surveyor to identify in the absence of seasonal foliage.

Step 4: Initiate the Request for Proposal. When the need for and extent of land survey services is determined, the Architect may request that the Owner obtain these services. If the Owner requests the Architect to assist in the procurement of land survey services, the Architect may directly issue AIA Document G601 to the Land Surveyor designated by the Owner. Upon response to the Request for Proposal by the Land Surveyor, a careful evaluation is typically performed to verify that the response meets established criteria.

Prior to the Owner or Architect forwarding AIA Document G601 to the Land Surveyor, substantial portions of the document should be completed so as to provide the Surveyor with a clear indication of the scope of services upon which the proposal should be based, as well the requirements of any future agreement that may result. **THE OWNER SHOULD NOT SIGN THE DOCUMENT AT THIS TIME.** Upon receipt, the Surveyor will complete the remainder of the document, provide any attachments, sign three originals and return them to the Owner or Architect.

Cover Page

Date: The date on the first page is usually the date when the document is prepared by the Owner or Architect and sent to the Land Surveyor. Conversely, the last page provides spaces for inserting the proposal date and the acceptance date under Articles 9 and 10, respectively. It is likely that all of these dates will be different.

Identification of Parties: Parties to this Proposal should be identified using the full address and legal name under which the future Agreement may be executed, including a designation of the legal status of both parties (sole proprietorship, general 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. The identification of the Architect and the Architect's project number is for information only, since the Architect is not a party to the future Agreement. Since the parties may also wish to direct this document to the attention of the appropriate person in the Architect's office, a space is provided for this purpose.

Project: The proposed Project should be described by its official name or title and the location of the site. More detailed information should be provided under Article 2: Property Information Provided by Owner.

Request for Proposal: Insert the number of calendar days during which the Surveyor's proposal will be open for acceptance by the Owner.

Article 1: General Provisions

Paragraph 1.1:

Insert the number of calendar days allocated to the Land Surveyor to complete the investigation, subject to any limitations or extensions stated elsewhere in the proposal.

Paragraph 1.2:

Check box(es) as required to indicate method(s) of compensation, or insert other specific terms as required.

Paragraph 1.3:

Payment provisions and billing procedures may be designated either by the Owner or by the Land Surveyor. A due date for payments is typically established along with the other payment provisions.

Paragraph 1.4:

The Land Surveyor should enter the amounts and limits of liability provided by current insurance coverage.

Paragraph 1.8:

The Land Surveyor is asked to recommend accuracy limits based on professional experience.

Article 2: Property Information Provided by Owner

Paragraph 2.1:

The *Legal Description* is a written description deemed legally sufficient to locate and identify a particular parcel of land. This description is normally found on the deed to the property and may also appear in official records.

Paragraph 2.2:

The *Common Description* is the name by which the property is commonly known, such as "The Highlands", or its street address, such as "144 North Beacon Street".

Paragraph 2.3:

Mark the appropriate box to indicate the means by which the Surveyor will be permitted access to the site. Enter access criteria and prerequisites, if any.

Article 3: Drawing Requirements

Indicate acceptable standards for survey drawings and attendant information required thereon by checking the appropriate boxes and inserting specific measurement criteria as required. Note that selection of measurement method (imperial vs. metric) may determine the nature of information to be provided elsewhere in the document.

Article 4: Land (Boundary) Survey Requirements

Check appropriate boxes to indicate the scope of services required for the Project. If the last "sub-option" box is checked in Paragraph 4.5, insert a figure representing the extent of adjacent property to be included, and indicate measurement in either feet or meters by striking through the method not chosen.

Article 5: Topographical Survey Requirements

Check the appropriate box(es) to specify the data and reports on site topology required for the Project. Again, note that measurements are to be provided in metric units if that option is selected in Paragraph 3.1.

Article 6: Additional Requirements

Add a description of additional requirements, if any.

Article 7: Attachments by Owner

List the attachments furnished by the Owner as described in Paragraphs 2.1, 2.2 and 2.3, and any other documents that may be required.

Article 8: Attachments by Land Surveyor

The Land Surveyor should list any attachments to this document.

4. Submission and Acceptance of Proposal

The nature of AIA Document G601 is somewhat unique, in that at the outset, it is a Request for Proposal (RFP) submitted by the Owner to the Land Surveyor. *At the time of submission, the Owner should not sign the document*, but should ensure that all supporting documentation is referenced and attached. The Land Surveyor may then add attachments, terms and conditions, enumerate any other modifications, clearly indicate proposed deviations from the Owner's requirements, sign and date the document in triplicate and return these to the Owner for review. If the terms of the Proposal—together with any modifications and additions—are acceptable, the Owner then signs and dates all three documents, forwards one each to the Land Surveyor and Architect, and retains one record copy.

REQUEST FOR PROPOSAL— LAND SURVEY

AIA Document G601

SURVEYOR ☐

OWNER ☐

ARCHITECT ☐

PROJECT:

(Name and address)

DATE:

OWNER:

(Name and address)

ARCHITECT'S PROJECT NO.:

SURVEYOR:

(Name and address)

ARCHITECT:

(Name and address)

ATTENTION:

(In Architect's office)

REQUEST FOR PROPOSAL

The Owner requests the Surveyor to submit to the Owner a proposal for a Land Survey of the property described below.

The Surveyor shall submit the proposal by attaching hereto (and identifying in Article 8) the material required, and returning three signed copies of this document to the Owner. The Surveyor shall include with the proposal a statement defining any proposed deviations from the requirements of this document, including additions, deletions, exceptions and revisions.

If the Owner accepts the proposal, all three copies of this document will be signed by the Owner; one will be returned to the Surveyor and one to the Architect. Upon execution and receipt by both parties, this document and all attachments listed in Articles 6, 7 and 8 shall form the Agreement between the Owner and the Surveyor.

The Surveyor shall hold the proposal open for acceptance by the Owner for a period of
() calendar days after the date of submittal to the Owner.

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LAND SURVEY PROPOSAL

ARTICLE 1

GENERAL PROVISIONS

1.1 TIME

1.1.1 Subject to any limitations stated in this proposal, the specified Land Survey shall be completed and the drawing(s) and report(s) delivered to the Owner and the Architect within () calendar days after written authorization to proceed is received, barring circumstances beyond the Surveyor's control that force a delay. In such instance, the Surveyor will inform the Owner of the cause of the delay.

1.2 COMPENSATION

1.2.1 The Surveyor shall attach the lump sum fee or rate and price schedule information or both to this proposal. The cost of the Land Survey (including the furnishing of all materials, surveying equipment and computers, labor and any required insurance) shall be based upon the method(s) checked below:

☐ a stipulated sum for all services based on this proposal, with adjustments to the stipulated sum being computed in accordance with the Surveyor's attached rate schedule if changes in the work are authorized;

OR

☐ charges computed in accordance with the Surveyor's current attached rate schedule which shall include a lump sum for mobilization, demobilization, travel and per diem expenses, stating the maximum amount of cost that will be incurred without prior written authorization by the Owner;

OR

☐ as specified below.

1.3 BILLING AND PAYMENT

1.3.1 Billing for the survey shall be as checked below:

☐ to the Owner's address above, with a copy to the Architect;

OR

☐ to the Owner in care of the Architect, in duplicate, at the Architect's office address.

1.3.2 Payment shall be made as follows:

(Here insert payment provisions.)

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1.4 INSURANCE

1.4.1 The Surveyor shall provide and maintain insurance coverage for claims under Workers' Compensation Acts; claims for damages because of bodily injury, including personal injury, sickness or disease, or death of employees or of any other person; and from claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom. The Surveyor's proposal shall state the coverages and limits of liability of professional liability insurance that will be maintained for protection from claims arising out of the performance of professional services. Certificates of Insurance evidencing the above coverages shall be made available at the Owner's request.

1.5 PROTECTION OF PROPERTY

1.5.1 The Surveyor shall contact the Owner for information regarding the site and shall take all reasonable precautions to prevent damage to property, visible and concealed, and shall reasonably restore the site to the condition existing prior to the Surveyor's entry, including, but not limited to, repair of lawns and plantings.

1.6 QUALIFICATIONS

1.6.1 All services shall be performed by qualified personnel under the supervision of a professional licensed or otherwise qualified by the state to practice land surveying, and the document(s) submitted shall bear the Surveyor's seal and statement to that effect.

1.7 USE OF SURVEYOR'S DRAWINGS

1.7.1 It is understood that the Owner, or the Architect on the Owner's behalf, may reproduce the Surveyor's drawings without modification and distribute the prints in connection with the use or disposition of the property without incurring obligation for additional compensation to the Surveyor. The original drawings shall remain the property of the Surveyor.

1.8 ACCURACY STANDARDS

1.8.1 Precision of the survey shall be based on the positional accuracy concept. The Surveyor shall recommend in the proposal positional accuracy limits and error of closure limits for the property being surveyed.

ARTICLE 2

PROPERTY INFORMATION PROVIDED BY OWNER

2.1 LEGAL DESCRIPTION:

(Insert legal description of the property and attach supporting data.)

☐ See attachments, if any, identified in Article 7.

2.2 COMMON DESCRIPTION:

(Insert property name and address.)

☐ See attachments, if any, identified in Article 7.

2.3 PROPERTY LINES AND ACCESS

2.3.1 Property lines and means of access are shown on the attached drawings, identified in Article 7. Site access is provided by the arrangement checked below:

- ☐ The Owner has title to this property and the right of entry for this survey.
- ☐ The Owner has secured permission from the present owner and tenant for entry to the property for this survey, subject to the following conditions:

The present owner is:

The present tenant is:

Other conditions:

- ☐ The Surveyor shall contact the following person(s) in order to schedule site access and make necessary arrangements:
(Insert names, addresses and telephone numbers, if any.)

- ☐ As otherwise specified below.

ARTICLE 3

DRAWING REQUIREMENTS

Requirements for land survey drawings are as indicated below.

- ☐ **3.1** Drawings shall note all dimensions and elevations in:
 - ☐ imperial units at _____ scale.
 - ☐ metric units at _____ scale.
- ☐ **3.2** Drawing sheets shall be trim size _____ x _____ with left binding edge and _____ borders.
- ☐ **3.3** Show NORTH arrow and locate magnetic North:
 - ☐ directed to the top of the sheet;
OR
 - ☐ as specified below.
- ☐ **3.4** Include legend of symbols and abbreviations used on the drawing(s).
- ☐ **3.5** Spot elevations on paving or other hard surfaces shall be to the nearest .01 foot; on other surfaces, to the nearest .10 foot. *If required by Paragraph 3.1, use equivalent metric units.*
- ☐ **3.6** Boundary and topographic information, where both are required, shall be on the same drawing unless otherwise requested by the Architect.
- ☐ **3.7** State elevation datum on each drawing:
 - ☐ use National Vertical Geodetic Datum (NVDG) 1929 and give location of benchmark used;
OR
 - ☐ use assumed elevation _____ at _____ ;
OR
 - ☐ use official town datum;
OR
 - ☐ as specified below.
- ☐ **3.8** Furnish to the Architect one reproducible transparency and three prints of each drawing. The Surveyor shall sign and seal each drawing and shall state that to the best of the Surveyor's knowledge, information and belief, all information thereon is true and accurately shown.

ARTICLE 4

LAND (BOUNDARY) SURVEY REQUIREMENTS

Survey requirements shall be established as indicated below.

- ☐ **4.1** Show boundary lines, giving length and bearing (including reference or basis) on each straight line; interior angles, radius, point of tangency and length of curved lines. Unless otherwise prohibited by law, where no monument exists, set permanent iron pin (monument) or other suitable permanent monument at property corners; drive pin adequately into ground to prevent movement and mark with wood stake; state on the drawing(s) whether corners were found or set and describe each.
- ☐ **4.2** Furnish a legal description that conforms to the record title boundaries. Prior to making this survey and insofar as is possible, the Surveyor shall acquire data including, but not limited to, deeds, maps, certificates or abstracts of title, section line and other boundary line locations in the vicinity.
 - ☐ Reconcile any discrepancies between the survey and the recorded legal description.

- ☐ **4.3** Give area in square feet if less than one acre; in acres (to .001 acre) if over one acre. If required by Paragraph 3.1, use equivalent metric units.
- ☐ **4.4** Note identity, jurisdiction and width of adjoining streets and highways, width and type of pavement. Identify street monuments and show distance to the nearest intersection.
- ☐ **4.5** Plot location of structures on the property. Dimension to property lines and other buildings. Note vacant parcels as VACANT. Describe building materials and note number of stories.
 - ☐ Dimension perimeters in feet and inches to nearest 1/2 inch;
OR
 - ☐ dimension perimeters in feet and decimals to .05 foot;
OR
 - ☐ dimension perimeters in metric units to the nearest millimeter.
 - ☐ Include adjacent property within (feet) (meters).
- ☐ **4.6** Show encroachments, including cornices, belt courses, etc., either way across property lines.
- ☐ **4.7** Describe fences and walls and locate them with respect to property lines.
 - ☐ Include identification of party walls.
- ☐ **4.8** Show recorded or otherwise known easements and rights-of-way and identify owners (holders).
- ☐ **4.9** Note planned rights-of-way and the nature of each.
- ☐ **4.10** Note planned street widenings.
- ☐ **4.11** Show individual lot lines and lot block numbers; show street numbers of buildings if available.
- ☐ **4.12** Show zoning of property. If more than one zone, show the extent of each. Show zoning of adjacent property and property across the street(s) or highway(s).
- ☐ **4.13** Show building line and setback requirements, if any.
- ☐ **4.14** Give names of owners of adjacent property.
- ☐ **4.15** Other:
(Specify)

ARTICLE 5

TOPOGRAPHICAL SURVEY REQUIREMENTS

All lines of levels shall be checked by separate check level lines, or on previous turning points or benchmarks. Topographical survey requirements shall be established as indicated below. If required by Paragraph 3.1, use equivalent metric units.

- ☐ **5.1** A minimum of one permanent benchmark on site for each four acres and a description and elevation to nearest .01 foot.
- ☐ **5.2** Contours at _____ foot intervals; error shall not exceed one-half contour interval.
- ☐ **5.3** Spot elevation at each intersection of a _____ foot square grid covering the property.
- ☐ **5.4** Spot elevations at street intersections and at _____ feet on center of curb, sidewalk and edge of paving, including far side of paving. If elevations vary from established grades, also state established grades.
- ☐ **5.5** Plotted location of structures, paving and improvements above and below ground.
- ☐ **5.6** Floor elevations and elevations at each entrance of buildings on the property.
- ☐ **5.7** Utility information. The following information is to be shown based on record information and on surface evidence. Inadequate record data requiring the surveyor to employ techniques of subsurface exploration to locate utilities will be an additional service subject to Owner approval.
 - ☐ Location, size, depth and pressure of water and gas mains, central steam and other utilities including, but not limited to, buried tanks and septic fields serving, or on, the property.
 - ☐ Location of fire hydrants available to the property and the size of the main serving each.
 - ☐ Location, elevation and characteristics of power, cable television, street lighting, traffic control facilities and communications systems above and below grade.
 - ☐ Location, size, depth and direction of flow of sanitary sewers, combination sewers, storm drains and culverts serving, or on, the property; location of catchbasins and manholes, and inverts of pipe at each.
 - ☐ Name of the operating authority, including contact person and phone number, for each utility indicated above.
- ☐ **5.8** Mean elevation of water in any excavation, well or nearby body of water.
- ☐ **5.9** Location of flood plain and flood level of streams or adjacent bodies of water.
- ☐ **5.10** Extent of watershed onto the property.
- ☐ **5.11** Location of test borings if ascertainable, and the elevation of the tops of holes.
- ☐ **5.12** Location of trees _____ inches and over (caliper three feet above ground); locate within one foot tolerance and identify species in English and botanical terms.
- ☐ **5.13** Location of specimen trees flagged by the Owner or the Architect (_____ in number); locate to center within six inches tolerance; give species in English and botanical terms, give caliper three feet above ground and ground elevation on upper slope side.
- ☐ **5.14** Perimeter outline only of thickly wooded areas unless otherwise directed.
- ☐ **5.15** Description of natural features.
- ☐ **5.16** Location(s) of locations of confirmed soil contamination(s).
- ☐ **5.17** Other:
(Specify)

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ARTICLE 6

ADDITIONAL REQUIREMENTS

(Describe any additional requirements specific to this Project.)

ARTICLE 7

ATTACHMENTS BY OWNER

(Identify attachments by Owner as described in Paragraphs 2.1, 2.2 and 2.3, and any other documents that are incorporated by reference below.)

7.1

7.2

7.3

ARTICLE 8

ATTACHMENTS BY SURVEYOR

(Identify and attach any other terms or conditions, accompanying sketches and any other documents that are incorporated by reference below.)

8.1

8.2

8.3

ARTICLE 9

SUBMISSION OF PROPOSAL

By signing this document, the Land Surveyor represents that all appropriate attachments and additions have been made and that any proposed deviations from the requirements of the Owner's request have been clearly identified.

LAND SURVEYOR

PROPOSAL DATE

(Signature)

(Month, day and year)

(Printed name and title)

ARTICLE 10

ACCEPTANCE OF PROPOSAL

By signing this document, the Owner accepts the Land Surveyor's proposal, including all attachments listed in Articles 6, 7 and 8 that henceforth shall form the Agreement between the Owner and the Land Surveyor.

OWNER

ACCEPTANCE DATE

(Signature)

(Month, day and year)

(Printed name and title)

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INSTRUCTION SHEET

FOR AIA DOCUMENT G602, REQUEST FOR PROPOSAL—GEOTECHNICAL SERVICES—1993 EDITION

A. GENERAL INFORMATION

1. Purpose

AIA Document G602 is intended to be used initially as a request for proposal and subsequently may form the agreement between the Owner and Geotechnical Engineer for geotechnical services. The request for proposal enables the Owner, in consultation with the Architect, to furnish the Geotechnical Engineer with specific requirements for geophysical information about the Project site. Attachments provided by the Owner upon submission and by the Geotechnical Engineer prior to return delineate the specific terms and conditions of the agreement, and are to be incorporated by reference herein. When signed, G602 forms the basis of the agreement between Owner and Geotechnical Engineer. Execution by the Owner, therefore, should only be undertaken after thorough review of any modifications and attachments provided by the Geotechnical Engineer. *Please note that this document is not intended for use as an agreement between the Architect and Geotechnical Engineer.*

2. Related Documents

Under the AIA Owner-Architect Agreements and many other design professional agreements, the Owner is responsible for obtaining the services of a Geotechnical Engineer in order to obtain geotechnical information on the Project site when such information is deemed necessary by the Architect. The B141 Owner-Architect Agreement, for example, addresses negotiated proposals and bidding in Paragraph 2.5. Other related AIA documents are:

B141/CMA	Standard Form of Agreement Between Owner and Architect—Construction Manager-Adviser (CMA) Edition
B151	Abbreviated Owner-Architect Agreement
B163	Standard Form of Agreement Between Owner and Architect for Designated Services
B181	Owner-Architect Agreement—Housing

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. If there are any significant omissions, additions or variances from the terms of similar standard AIA forms, both legal and insurance counsel should be consulted.

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 eighty years of experience and have been tested repeatedly in the courts.

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. Limited License for Reproduction

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B. CHANGES FROM THE PREVIOUS EDITION

1. Format Changes

Whereas the 1983 edition of G602 was entitled "Geotechnical Services Agreement", the 1993 edition has been retitled to more accurately reflect its use in practice. The recommendation regarding consultation with an attorney has been dropped from the document's cover page, but is retained in these instructions.

2. Changes in Content

Many of the 1983 edition's highly specific procedural requirements relating to samples, drawings, and format of reports have been streamlined to promote ease of use. In addition, the following substantive revisions should also be noted:

Article 1: General Provisions

This article, formerly "Terms and Conditions" in the 1983 edition, has been retitled, as it is foreseeable that more detailed terms and conditions may be attached by one or both parties prior to execution. In addition, the heading "Agreement" has been replaced by "Geotechnical Proposal" so as to clarify the nature of the G602 document prior to execution by both parties.

Paragraph 1.4: Insurance

Insurance provisions now stipulate that all required policies be written for at least the minimum limits of liability required by law.

Articles 9 & 10: Attachments By Owner / Geotechnical Engineer

With regard to the attachments provided by both parties, the phrase "incorporated by reference below" has been added to clearly indicate that these documents are in and of the nature of the proposal/agreement, and are being made a part thereof. Article 10 terminology has also been revised to reflect possible inclusion of "terms and conditions", while the term "proposal" has been deleted from the description of potential attachments.

Articles 11 & 12: Submission / Acceptance of the Proposal

The method of execution has been more clearly defined through differentiation of the Submission and Acceptance signature blocks into two separate articles. In addition, Article 11 now stipulates that any proposed deviations from the Owner's requirements be clearly identified by the Geotechnical Engineer.

C. COMPLETING THE G602 FORM

1. Modifications

Users are encouraged to consult an attorney before completing an AIA document. Particularly with respect to professional licensing laws, 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 amendments. In the case of G602, many of the required modifications can be accomplished by checking the boxes that correspond to the appropriate provisions. The document may also be modified by striking out language directly on the original printed form, but care must be taken in making these kinds of deletions. 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. General Procedures for Initiating the Request for Proposal

Step 1: Consult Owner-Architect Agreement. The Owner and the Architect should consult the applicable provisions of the Owner-Architect Agreement to verify who will be responsible for furnishing the services of the Geotechnical Engineer. As noted in the *Related Documents* section of this Instruction Sheet, the AIA standard forms of agreement allocate this responsibility to the Owner. In such cases, the Architect should not engage the Geotechnical Engineer, negotiate with the Geotechnical Engineer, or authorize the Geotechnical Engineer to perform or omit work. These are the rights and responsibilities of the Owner under the AIA Owner-Architect agreements.

Step 2: Determine Need for Services: The Architect, in consultation with the Owner, should determine the need for an investigation and analysis of the site's soil through the study of site photographs, visits to the site or such other means as may be available. The Architect should determine whether the information thus obtained is up-to-date, relevant and complete.

Step 3: Determine Extent of Services: The Architect, in consultation with the Structural Engineer, should determine the extent of services required for the Project. Care must be taken to request data that will adequately reflect the geotechnical characteristics of the site while avoiding the expense of obtaining unnecessary information.

Services of the Geotechnical Engineer may also be required during the Construction Phase, and may include some of the following:

- Observation and testing of footing and pier subgrades in soil, rock and decomposed rock;
- Observation and testing of earthwork compaction (materials for earth fill and in-place density testing using ASTM procedures);
- Observation of pile load tests, other field tests and interpretation of test results;
- Observation of various types of deep foundation installations, including driven piles, auger cast piles and drilled piers;
- Groundwater flow studies related to dewatering;
- Observation and testing of earth and rock anchors; and
- Consultation on special problems.

The extent of these services may later be modified after consultation with the Geotechnical Engineer.

Step 4: Initiate the Request for Proposal. When the need for and extent of geotechnical services is determined, the Architect may request that the Owner obtain these services. The Architect should submit the request in writing and provide an appropriate number of original G602 documents as attachments. If the Owner requests the Architect to assist in the procurement of geotechnical services, the Architect may issue AIA Document G602 directly to the Geotechnical Engineer designated by the Owner.

3. Instructions for Specific Completion

Prior to the Owner or Architect forwarding AIA Document G602 to the Geotechnical Engineer, substantial portions of the document should be completed so as to provide the Geotechnical Engineer with a clear understanding of the scope of services requested. **THE OWNER SHOULD NOT SIGN THE DOCUMENT AT THIS TIME.** Upon receipt, the Geotechnical Engineer will complete the remainder of the document, provide any attachments, sign three originals and return them to the Owner or Architect.

Cover Page

Date: The date on the first page is usually the date when the document is prepared by the Owner or Architect and sent to the Geotechnical Engineer. Conversely, the last page provides spaces for inserting the proposal date and the acceptance date under Paragraphs 11 and 12, respectively. It is likely that all of these dates will be different.

Identification of Parties: Parties to this Proposal should be identified using the full address and legal name under which the future Agreement may 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. The identification of the Architect and the Architect's project number is for information only, since the Architect is not a party to the future Agreement. Since the parties may also wish to direct this document to the attention of the appropriate person in the Architect's office, a space is provided for this purpose.

Project: The proposed Project should be described by its official name or title and the location of the site. More detailed information should be provided under Article 2: Property Information Provided by Owner.

Request for Proposal: Insert the number of calendar days during which the Geotechnical Engineer's proposal will be open for acceptance by the Owner.

Article 1: General Provisions

Paragraph 1.1:

Insert the number of calendar days allocated to the Geotechnical Engineer to complete the investigation, subject to any limitations or extensions stated elsewhere in the Proposal.

Paragraph 1.2:

Check box(es) as required to indicate method(s) of compensation for one or both phases of service, or insert other specific terms.

Paragraph 1.3:

Payment provisions and billing procedures may be designated by either the Owner or the Geotechnical Engineer. A due date for payments is typically established along with the other payment provisions.

Paragraph 1.4:

The Geotechnical Engineer should enter the amounts and limits of liability provided by current insurance coverage.

Article 2: Property Information Provided by Owner

Paragraph 2.1:

The *Legal Description* is a written description deemed legally sufficient to locate and identify a particular parcel of land. This description is created by survey and is normally found on the deed to the property.

Paragraph 2.2:

The *Common Description* is the name by which the property is commonly known, such as "The Jones Farm", or its street address, such as "101 North Doe Lane."

Paragraph 2.3:

Mark the appropriate box to indicate the means by which the Geotechnical Engineer will be permitted access to the site.

Article 3: Project Information

Paragraph 3.1

Indicate the extent of information provided to the Geotechnical Engineer by the Owner or the Architect by checking the appropriate box(es).

Article 4: Sampling and Testing

Paragraph 4.1:

Check the first box if an assumed benchmark will be used for the location of the borings. In the adjacent blank space, insert the location and assumed elevation of the borings.

Article 5: Field and Laboratory Report

Paragraph 5.2

Check the appropriate box(es) to specify the data and reports required for design of the Project by the Architect and Structural Engineer.

Paragraph 5.3

Check the appropriate box or specify other means to indicate final disposition of the samples.

Article 6: Foundation Engineering Evaluation and Recommendations

Paragraph 6.1

Check the appropriate box(es) to indicate the scope of the Geotechnical Engineer's services.

Article 7: Construction Phase Services

Add a description of the services to be provided during construction, if required. Users may wish to consult *General Procedures for Initiating the Request for Proposal* in this Instruction Sheet.

Article 8: Additional Requirements

Add a description of additional requirements, if any.

Article 9: Attachments by Owner

List the attachments furnished by the Owner as described in Paragraphs 2.2 and 3.1, and any other documents that may be required.

Article 10: Attachments by Geotechnical Engineer

The Geotechnical Engineer should list any attachments to this document.

4. Submission and Acceptance of Proposal

The nature of AIA Document G602 is somewhat unique, in that at the outset, it is a request for proposal (RFP) submitted by the Owner to the Geotechnical Engineer. *At the time of submission, the Owner should not sign the document*, but should ensure that all supporting documentation is referenced and attached. The Geotechnical Engineer may then add attachments, terms and conditions, enumerate any other modifications, sign and date the document in triplicate and return these to the Owner for review. If the terms of the Proposal—together with any modifications and additions—are acceptable, the Owner then signs and dates all three documents, forwards one each to the Geotechnical Engineer and Architect, and retains one as the record copy.

REQUEST FOR PROPOSAL— GEOTECHNICAL SERVICES

AIA Document G602

GEOTECHNICAL ENGINEER ☐
OWNER ☐
ARCHITECT ☐

PROJECT:
(Name and address)

DATE:

OWNER:
(Name and address)

ARCHITECT'S PROJECT NO.:

GEOTECHNICAL ENGINEER:
(Name and address)

ARCHITECT:
(Name and address)

ATTENTION:
(In Architect's office)

REQUEST FOR PROPOSAL

The Owner requests the Geotechnical Engineer to submit to the Owner a proposal for geotechnical investigation and engineering services for the proposed Project at the property described below.

The Geotechnical Engineer shall submit the proposal by attaching hereto (and identifying in Article 10) the material required, and returning three signed copies of this document to the Owner. The Geotechnical Engineer shall include with the proposal a statement defining any proposed deviations from the requirements of this Document, including additions, deletions, exceptions and revisions.

If the Owner accepts the proposal, all three copies of this document will be signed by the Owner; one will be returned to the Geotechnical Engineer and one to the Architect. Upon execution and receipt by both parties, this Document and all attachments listed in Articles 9 and 10 shall form the Agreement between the Owner and the Geotechnical Engineer.

The Geotechnical Engineer shall hold the proposal open for acceptance by the Owner for a period of
() calendar days after the date of submittal to the Owner.

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G602—1993 1

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GEOTECHNICAL PROPOSAL

ARTICLE 1

GENERAL PROVISIONS

1.1 TIME

1.1.1 Subject to any limitations stated in this proposal, the specified investigation shall be completed and the logs and report(s) delivered to the Owner and the Architect within () calendar days after written authorization to proceed is received, barring circumstances beyond the Geotechnical Engineer's control which force a delay. In such an instance, the Geotechnical Engineer will inform the Owner of the cause of the delay.

1.2 COMPENSATION

1.2.1 The Geotechnical Engineer shall attach the lump sum fee or rate and price schedule information or both to the proposal. The cost of the geotechnical investigation and engineering services (including the furnishing of all materials, apparatus, labor and any required insurance) for soil and rock boring and other exploration procedures, sampling, field and laboratory testing, preparing and submitting boring logs and report(s) and providing geotechnical services during construction, shall be based upon the method(s) checked below.

1.2.2 Preconstruction Phase. For Preconstruction Phase services, charges shall be computed:

- ☐ in accordance with the Geotechnical Engineer's current attached rate schedule, stating the maximum cost that will be incurred without prior written authorization by the Owner;
OR
- ☐ as otherwise specified below.

1.2.3 Construction Phase. For Construction Phase services, charges shall be computed:

- ☐ as specified in 1.2.2, above;
OR
- ☐ as otherwise specified below.

If work requested by the Architect pursuant to Article 4 involves additional charges, prior written approval of the Owner shall be obtained prior to proceeding.

1.3 BILLING AND PAYMENT

1.3.1 Billing for the investigation shall be as checked below:

- ☐ to the Owner's address as shown herein, with a copy to the Architect;
OR
☐ to the Owner in care of the Architect, in duplicate, at the Architect's office address.

1.3.2 Payment shall be made as follows:

(Here insert payment provisions.)

1.4 INSURANCE

1.4.1 The Geotechnical Engineer shall provide a list of all insurance coverages in effect on the date of this proposal. For each coverage, this list shall identify the type of coverage, the name of the insurer, the limit of liability and the date of expiration of the applicable policy(ies). The minimum coverages shall be those required by law.

1.4.2 Unless otherwise specified in Article 8, the Geotechnical Engineer agrees to maintain each insurance coverage specified on the list in effect with identical or greater limits of liability until Substantial Completion of the Project, plus any additional time period specified in Article 8.

1.4.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to the commencement of services and after each renewal date of the policies listed on the certificates. These certificates shall contain a provision that coverages afforded under the policies will not be canceled until at least thirty days' prior written notice is given to the Owner.

1.5 QUALIFICATIONS

1.5.1 All work shall be performed by qualified personnel under the supervision of a Registered Professional Engineer. All reports shall bear the seal of a Registered Professional Engineer.

1.6 REPORTS AND LOGS

1.6.1 Deliver one copy of Geotechnical Report(s) and logs to the Owner and copies thereof to the Architect. It is understood that the Owner, or the Architect on the Owner's behalf, may make and distribute copies of the reports, including boring logs, as necessary in connection with the proposed Project without incurring obligation for additional compensation.

ARTICLE 2

PROPERTY INFORMATION PROVIDED BY OWNER

2.1 LEGAL DESCRIPTION:

(Insert legal description of the property.)



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2.2 COMMON DESCRIPTION:

(Insert property name and address.)

2.3 Property Lines and Access. Property lines and means of access are shown on the attached drawings and identified in Article 9. Site access is provided by the arrangement checked below:

- ☐ The Owner has title to this property and the right of entry for this subsurface investigation.
- ☐ The Owner has secured permission from the present owner and tenant for entry to the property for this subsurface investigation, subject to the following conditions:

The present owner is:

The present tenant is:

Other conditions:

- ☐ The Geotechnical Engineer shall contact the following person(s) in order to schedule site access and make necessary arrangements.

(Insert names, addresses and telephone numbers, if any.)

- ☐ Other:
(Specify)



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ARTICLE 3

PROJECT INFORMATION

3.1 Materials have been attached in accordance with the options checked below and identified in Article 9.

- ☐ **3.1.1 Preliminary Investigation and Report.** Prior to commencing building design, a preliminary analysis is required. Project information is limited to:

- ☐ A site plan showing building locations being considered.
- ☐ A general description of the building type being considered, provided as an attachment hereto.
- ☐ Other:
(Specify)

- ☐ **3.1.2 Design Investigation and Report.** The Design Investigation and Report shall include:

- ☐ A site plan showing property lines, means of access to the site, proposed outline and location of the building(s).
- ☐ Information regarding existing structures which may be affected by the proposed construction.
- ☐ Other:
(Specify)

ARTICLE 4

SAMPLING AND TESTING

4.1 BENCHMARKS

4.1.1 Benchmarks shall be established as checked below:

- ☐ Benchmark elevation, _____ feet, located _____, shall be used as reference for ground elevations.
- ☐ The Geotechnical Engineer shall establish a benchmark at the site, record its location, and reference its elevation to:
 - ☐ National Vertical Geodetic Datum (NVGD) 1929;
 - OR
 - ☐ Official town datum;
 - OR
 - ☐ Other:
(Specify)

4.2 BORINGS

4.2.1 The location and depth of the borings proposed by the Geotechnical Engineer shall be shown on a sketch accompanying the Geotechnical Engineer's proposal. If the Geotechnical Engineer finds it necessary to change the location or depth of any of these proposed borings, the Architect shall be notified and a new location or depth shall be agreed upon between the Architect and the Geotechnical Engineer.

4.2.2 If unusual conditions are encountered, including but not limited to unanticipated materials which cannot be penetrated by standard sampling equipment, the Geotechnical Engineer shall immediately consult with the Architect.

4.2.3 The Geotechnical Engineer shall advise the Architect as to any further exploration and testing required to obtain information that the Geotechnical Engineer requires for a professional interpretation of subsoil conditions at the building site and shall perform such additional work as authorized by the Owner after consultation with the Architect. The extent of exploration undertaken shall be consistent with the scope of the Project as indicated by the information given above and by any drawings attached hereto.

4.3 DRILLING AND SAMPLING METHODS

4.3.1 Unless otherwise stipulated, drilling and sampling will be performed in accordance with current applicable ASTM (American Society of Testing and Materials) standards and other standards, including, but not limited to, ASTM standards D1586, D1587 and D2113.

4.3.2 The samples shall be preserved and field logs prepared either by a Geotechnical Engineer or by an experienced soils technician acting under the supervision of a Geotechnical Engineer.

4.4 PROTECTION OF PROPERTY

4.4.1 The Geotechnical Engineer shall contact the Owner and all utility companies for information regarding buried utilities and structures, shall take all reasonable precautions to prevent damage to property both visible and concealed, and shall reasonably restore the site to the condition existing prior to the Geotechnical Engineer's entry. Such restoration shall include, but not be limited to, backfilling of borings, patching of slabs and pavements, and repair of lawns and plantings. Each boring should be temporarily plugged, pending additional groundwater readings. At the completion of the groundwater readings, the borings shall be permanently plugged, including patching of slabs and pavements.

ARTICLE 5

REPORTS

5.1 FORMAT

All segments of the reports covering the investigations and analyses shall be made on white paper, 8½ x 11 inches, suitable for photocopying, and shall be bound in booklet form.

5.2 FIELD AND LABORATORY REPORTS

The Geotechnical Engineer shall prepare reports in accordance with the items checked below:

- ☐ **5.2.1** All data required to be recorded according to the ASTM standards or other standard test methods employed shall be obtained, recorded in the field and referenced to boring numbers; soil shall be classified in the field logs in accordance with applicable ASTM standards and other standards, including, but not limited to, ASTM standard D2488, but the classification for final logs shall be based on field information, plus results of tests, plus further inspection of samples in the laboratory by the Geotechnical Engineer preparing the reports.
- ☐ **5.2.2** Include with the report a chart illustrating the soil classification criteria and the terminology and symbols used on the boring logs.
- ☐ **5.2.3** Identify the ASTM standards or other recognized standard sampling and test methods utilized.
- ☐ **5.2.4** Provide a plot plan giving dimensioned locations of test borings.
- ☐ **5.2.5** Provide vertical sections for each boring plotted and graphically presented showing number of borings, sampling method used, date of start and finish, surface elevations, description of soil and thickness of each layer, depth to loss or gain of drilling fluid, hydraulic pressure required or number of blows per foot (N value for each sample) and, where applicable, depth to wet cave-in depth to artesian head, groundwater elevation and time when water reading was made and presence of gases. Note the location of strata containing organic materials, wet materials or other inconsistencies that might affect engineering conclusions.
- ☐ **5.2.6** Describe the existing surface conditions and summarize the subsurface conditions.
- ☐ **5.2.7** Provide appropriate subsurface profiles of rock or other bearing stratum.
- ☐ **5.2.8** Estimate potential variations in elevation and movements of subsurface water due to seasonal influences.
- ☐ **5.2.9** Report all laboratory determinations of soil properties.

- ☐ **5.2.2** Other:
(Specify)

5.3 DISPOSITION OF SAMPLES

5.3.1 After all laboratory tests have been completed, dispose of samples as checked below:

- ☐ Discard.
☐ Ship to the Architect's office, or other location, as directed.
☐ Retain at the Geotechnical Engineer's office, and remain open to inspection:
☐ until the end of the Bidding or Negotiation Phase.

OR

- ☐ until foundation installation is complete.
☐ Other:
(Specify)

ARTICLE 6

FOUNDATION ENGINEERING EVALUATION AND RECOMMENDATIONS

6.1 The Geotechnical Engineer shall analyze the information developed by investigation or otherwise available to the Geotechnical Engineer, including those aspects of the subsurface conditions which may affect design and construction of proposed structures, and shall consult with the Architect on the design and engineering requirements of the Project. Based on such analysis and consultation, the Geotechnical Engineer shall submit a professional evaluation and recommendations for the necessary areas of consideration, including, but not limited to, the items checked below:

- ☐ **6.1.1** Foundation support of the structure and slabs, including bearing pressures, bearing elevations, foundation design recommendations and anticipated settlement.
☐ **6.1.2** Anticipation of, and management of, groundwater for design of structures and pavements.
☐ **6.1.3** Lateral earth pressures for design of walls below grade, including backfill, compaction and subdrainage, and their requirements.
☐ **6.1.4** Soil material and compaction requirements for site fill, construction backfill, and for the support of structures and pavements.
☐ **6.1.5** Subgrade modulus for design of pavements or slabs.
☐ **6.1.6** Temporary excavation and temporary protection, such as excavation sheeting, underpinning and temporary dewatering systems.
☐ **6.1.7** Stability of slopes.

- ☐ **6.1.8** Seismic activity.
- ☐ **6.1.9** Frost penetration depth and effect.
- ☐ **6.1.10** Analysis of the effect of weather or construction equipment or both on soil during construction.
- ☐ **6.1.11** Analysis of soils to ascertain presence of potentially expansive, deleterious, chemically active or corrosive materials or conditions, or presence of gas.
- ☐ **6.1.12** Evaluation of depth of material requiring rock excavation and methods of removal.
- ☐ **6.1.13** Other:

(Describe special requirements, such as specification clauses, for the items designated above.)

ARTICLE 7

CONSTRUCTION PHASE SERVICES

(Herein describe geotechnical services to be provided during various contractor operations.)

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ARTICLE 8

ADDITIONAL REQUIREMENTS

(Describe any additional requirements specific to this Project.)

ARTICLE 9

ATTACHMENTS BY OWNER

(Identify and attach drawings as described in Paragraphs 2.2 and 3.1, and any other documents that are incorporated by reference below.)

9.1

9.2

9.3

ARTICLE 10

ATTACHMENTS BY GEOTECHNICAL ENGINEER

(Identify and attach any other terms or conditions, accompanying sketches and any other documents that are incorporated by reference below.)

10.1

10.2

10.3

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ARTICLE 11

SUBMISSION OF PROPOSAL

By signing this document, the Geotechnical Engineer represents that all appropriate attachments and additions have been made and that any proposed deviations from the requirements of the Owner's request have been clearly identified.

GEOTECHNICAL ENGINEER

PROPOSAL DATE

(Signature)

(Month, day and year)

(Printed name and title)

ARTICLE 12

ACCEPTANCE OF PROPOSAL

By signing this document, the Owner accepts the Geotechnical Engineer's proposal, including all attachments listed in Articles 9 and 10 that henceforth shall form the Agreement between the Owner and the Geotechnical Engineer.

OWNER

ACCEPTANCE DATE

(Signature)

(Month, day and year)

(Printed name and title)

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AIA DOCUMENT G605-2000***Notification of Amendment to the Professional Services Agreement*** *(Instructions on reverse side)***TO:***(Owner's Representative)*

Notification Number:

In accordance with the Agreement dated:

between the Owner:

and the Architect:

for the Project:

(Name and address)

Notification is made of the need to proceed with Contingent Additional Services or to proceed with a Change in Services as follows:

The following adjustments shall be made to compensation and time.

(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)

Compensation:

Time:

Prompt written notice to the Architect from the Owner is required to discontinue the described service.

SUBMITTED BY:*(Signature)**(Printed name and title)**(Date)*

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AIA DOCUMENT G605-2000

NOTIFICATION OF
AMENDMENT TO THE
PROFESSIONAL SERVICES
AGREEMENT

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AIA DOCUMENT G605-2000*Notification of Amendment to the Professional Services Agreement***GENERAL INFORMATION**

PURPOSE AND RELATED DOCUMENTS. AIA Document G605 is intended to be used by the Architect when notifying the Owner of a proposed amendment to most of the AIA's Owner-Architect agreements, such as B141, Standard Form of Agreement Between Owner and Architect with Standard Form of Architect's Services, and B151, Abbreviated Standard Form of Agreement Between Owner and Architect.

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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COMPLETING THE G605 DOCUMENT

This document should be submitted to the Owner's Representative. The "Agreement dated" should be the date of the original Agreement between the parties.

The G605 document is appropriate for use by two parties who have an agreement for professional services. The names of the parties should be indicated as they appear on the original Agreement. Similarly, the Project's name and address should be described as they appear in the original Agreement.

Proposed Contingent Additional Services or a Change in Services should be described fully.

Complete provisions for compensation and time should be listed.

Finally, the G605 document should be signed in a manner consistent with that of the original Agreement.



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AIA DOCUMENT G605-2000
 INSTRUCTIONS

AIA DOCUMENT G606-2000***Amendment to the Professional Services Agreement***
*(Instructions on reverse side)***TO:***(Owner's Representative)*

Amendment Number:

In accordance with the Agreement dated:

between the Owner:

and the Architect:

for the Project:

(Name and address)

Authorization is requested

- ☐ to proceed with Additional Services or a Change in Services.
☐ to incur Additional Reimbursable Expenses.

As Follows:

The following adjustments shall be made to compensation and time.

(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)

Compensation:

Time:

SUBMITTED BY:**AGREED TO:***(Signature)**(Signature)**(Printed name and title)**(Printed name and title)**(Date)**(Date)*

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AMENDMENT TO THE
PROFESSIONAL SERVICES
AGREEMENT

The American Institute
of Architects
1735 New York Avenue, N.W.
Washington, D.C. 20006-5292

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SAMPLE:

AIA DOCUMENT G606-2000*Amendment to the Professional Services Agreement***GENERAL INFORMATION**

PURPOSE AND RELATED DOCUMENTS. AIA Document G606 is intended to be used by the Architect when amending the professional services provisions in most of the AIA's Owner-Architect agreements, such as B141, Standard Form of Agreement Between Owner and Architect with Standard Form of Architect's Services, and B151, Abbreviated Standard Form of Agreement Between Owner and Architect.

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COMPLETING THE G606 DOCUMENT

This document should be submitted to the Owner's Representative. The "Agreement dated" should be the date of the original Agreement between the parties.

The G606 document is appropriate for use by two parties who have an agreement for professional services. The names of the parties should be indicated as they appear on the original Agreement. Similarly, the Project's name and address should be described as they appear in the original Agreement.

Proposed Contingent Additional Services or a Change in Services should be described fully.

Complete provisions for compensation and time should be listed.

Finally, the G606 document should be signed in a manner consistent with that of the original Agreement.



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 INSTRUCTIONS

AIA DOCUMENT G607-2000***Amendment to the Consultant Services Agreement***
*(Instructions on reverse side)***TO:***(Architect's or Consultant's Representative)*

In accordance with the Agreement dated:

between the Architect:

and the Consultant:

for the Project:

(Name and address)

Amendment Number:

-
- ☐ Notification is made of the need to proceed with Contingent Additional Services or a Change in Services.
☐ Authorization is requested or given to proceed with Additional Services or a Change in Services.
☐ Authorization is requested or given to incur Additional Reimbursable Expenses.

As Follows:

The following adjustments shall be made to compensation and time.

(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)

Compensation:

Time:

SUBMITTED BY:**ACCEPTED BY:***(Signature)**(Signature)**(Printed name and title)**(Printed name and title)**(Date)**(Date)*

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 AMENDMENT TO THE
 CONSULTANT SERVICES
 AGREEMENT

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AIA DOCUMENT G607-2000*Amendment to the Consultant Services Agreement***GENERAL INFORMATION**

PURPOSE AND RELATED DOCUMENTS. AIA Document G607 is intended to be used by the Architect or Consultant when amending the professional services provisions in most of the AIA's Architect-Consultant agreements, such as C141, Standard Form of Agreement Between Architect and Consultant, and C142, Abbreviated Standard Form of Agreement Between Architect and Consultant.

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COMPLETING THE G607 DOCUMENT

This document should be submitted to the Architect's or Consultant's Representative. The "Agreement dated" should be the date of the original Agreement between the parties.

The G607 document is appropriate for use by two parties who have an agreement for professional services. The names of the parties should be indicated as they appear on the original Agreement. Similarly, the Project's name and address should be described as they appear in the original Agreement.

Proposed Contingent Additional Services or a Change in Services should be described fully.

Complete provisions for compensation and time should be listed.

Finally, the G607 document should be signed in a manner consistent with that of the original Agreement.



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 INSTRUCTIONS

AIA DOCUMENT G701-2000

Change Order*(Instructions on reverse side)***PROJECT:***(Name and address)***CHANGE ORDER NUMBER:****DATE:****ARCHITECT'S PROJECT NUMBER:****CONTRACT DATE:****CONTRACT FOR:**OWNER ☐ARCHITECT ☐CONTRACTOR ☐FIELD ☐OTHER ☐**TO CONTRACTOR:***(Name and address)***THE CONTRACT IS CHANGED AS FOLLOWS:***(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives.)*

The original (Contract Sum) (Guaranteed Maximum Price) was \$ _____

The net change by previously authorized Change Orders \$ _____

The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was \$ _____

The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased)

(unchanged) by this Change Order in the amount of \$ _____

The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be \$ _____

The Contract Time will be (increased) (decreased) (unchanged) by _____ () days.

The date of Substantial Completion as of the date of this Change Order therefore is _____

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive for which the cost or time are in dispute as described in Subparagraph 7.3.8 of AIA Document A201.**Not valid until signed by the Architect, Contractor and Owner.**_____
ARCHITECT *(Typed name)*_____
*(Signature)*_____
BY_____
DATE_____
CONTRACTOR *(Typed name)*_____
*(Signature)*_____
BY_____
DATE_____
OWNER *(Typed name)*_____
*(Signature)*_____
BY_____
DATE© 2000 AIA®
AIA DOCUMENT G701-2000
CHANGE ORDER**SAMPLE:**

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Instructions

GENERAL INFORMATION

PURPOSE. This document is intended for use in implementing changes in the Work agreed to by the Owner, Contractor and Architect. Execution of a completed G701 form indicates agreement upon all the terms of the change, including any changes in the Contract Sum (or Guaranteed Maximum Price) and Contract Time.

RELATED DOCUMENTS. This document was prepared for use under the terms of AIA general conditions, including AIA Document A201, General Conditions of the Contract for Construction, and the general conditions contained in AIA Document A107, Abbreviated Owner-Contractor Agreement Form for Construction Projects of Limited Scope—Stipulated Sum.

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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COMPLETING THE G701 FORM

DESCRIPTION OF CHANGE IN THE CONTRACT

Insert a detailed description of the change or reference specific exhibits describing in detail the change to be made in the Contract by this Change Order, including any Drawings, Specifications, documents or other supporting data to clarify the scope of the change.

DETERMINATION OF COSTS

Insert the following information in the blanks provided, and strike out the terms in parentheses that do not apply:

- the original Contract Sum or Guaranteed Maximum Price;
- the net change by previously authorized Change Orders (note that this does not include changes authorized by Construction Change Directive unless such a change was subsequently agreed to by the Contractor and recorded as a Change Order);
- the Contract Sum or Guaranteed Maximum Price prior to this Change Order;
- the amount of increase or decrease, if any, in the Contract Sum or Guaranteed Maximum Price; and
- the new Contract Sum or Guaranteed Maximum Price as adjusted by this Change Order.

CHANGE IN CONTRACT TIME

Insert the following information in the blanks provided, and strike out the terms in parentheses that do not apply:

- the amount in days of the increase or decrease, if any, in the Contract Time; and
- the date of Substantial Completion, including any adjustment effected by this Change Order.

EXECUTION OF THIS DOCUMENT

When the Owner and Contractor, in concurrence with the Architect, have reached agreement on the change to be made in the Contract, including any adjustments in the Contract Sum (or Guaranteed Maximum Price) and Contract Time, the G701 document should be executed in triplicate by the two parties and the Architect, each of whom retains an original.

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INSTRUCTIONS

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Washington, D.C. 20006-5292

INSTRUCTION SHEET

FOR AIA DOCUMENT G701/CMa, CHANGE ORDER
CONSTRUCTION MANAGER-ADVISER EDITION

A. GENERAL INFORMATION

1. Purpose

This document is intended for use in implementing changes in the Work agreed to by the Owner, Construction Manager, Architect and Contractor. Execution of a completed G701/CMa form indicates agreement upon all the terms of the change, including any changes in the Contract Sum (or Guaranteed Maximum Price) and Contract Time. In contrast, AIA Document G714/CMa, Construction Change Directive, Construction Manager-Adviser Edition, should be used in situations where, for whatever reason, the Owner and Contractor have not reached agreement upon the proposed changes in Contract Sum or Contract Time, and where changes in the Work need to be implemented expeditiously in order to avoid a delay in the Project.

2. Related Documents

This document was prepared for use under the terms of AIA Document A201/CMa, General Conditions of the Contract for Construction, Construction Manager-Adviser Edition.

3. 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. COMPLETING THE G701/CMa FORM

1. Description of Change in the Contract

Insert a detailed description of the change to be made in the Contract by this Change Order, including any Drawings, Specifications, documents or other supporting data to clarify the scope of the change.

2. Determination of Costs

Insert the following information in the blanks provided, and strike out the terms in parentheses that do not apply:

- a) the original Contract Sum or Guaranteed Maximum Price;
- b) the net change by previously authorized Change Order (note that this does not include changes authorized by Construction Change Directive unless such a change was subsequently agreed to by the Contractor and recorded as a Change Order);
- c) the Contract Sum or Guaranteed Maximum Price prior to this Change Order;
- d) the amount of increase or decrease, if any, in the Contract Sum or Guaranteed Maximum Price; and
- e) the new Contract Sum or Guaranteed Maximum Price as adjusted by this Change Order.

3. Change in Contract Time

Insert the following information in the blanks provided, and strike out the terms in parentheses that do not apply:

- a) in number of days, the increase or decrease, if any, in the Contract Time; and
- b) the date of Substantial Completion, including any adjustment effected by this Change Order.

C. EXECUTION OF THE DOCUMENT

When the Owner, Construction Manager, Architect and Contractor have reached agreement on the change to be made in the Contract, including any adjustments in the Contract Sum (or Guaranteed Maximum Price) and Contract Time, the G701/CMa document should be executed in quadruplicate by the two parties, the Construction Manager and Architect, each of whom retains an original.

CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMa

OWNER ☐
CONSTRUCTION MANAGER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

(Instructions on reverse side)

PROJECT:

(Name and address)

CHANGE ORDER NO.:

INITIATION DATE:

TO CONTRACTOR:

(Name and address)

PROJECT NOS.:

CONTRACT FOR:

CONTRACT DATE:

The Contract is changed as follows:

Not valid until signed by the Owner, Construction Manager, Architect and Contractor.

The original (Contract Sum) (Guaranteed Maximum Price) was \$
Net change by previously authorized Change Orders \$
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was \$
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by
this Change Order \$
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be \$
The Contract Time will be (increased) (decreased) (unchanged) by () days
The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

CONSTRUCTION MANAGER

ADDRESS

BY

DATE

ARCHITECT

ADDRESS

BY

DATE

CONTRACTOR

ADDRESS

BY

DATE

OWNER

ADDRESS

BY

DATE



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G701/CMa-1992

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INSTRUCTION SHEET

AIA DOCUMENTS G702 and G703

A. GENERAL INFORMATION

1. Purpose and Related Documents

AIA Document G702, Application and Certificate for Payment, is to be used in conjunction with AIA Document G703, Continuation Sheet. These documents are designed to be used on a Project where a Contractor has a direct Agreement with the Owner. Procedures for their use are covered in AIA Document A201, General Conditions of the Contract for Construction, 1987 Edition.

2. Use of Current Documents

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B. COMPLETING THE G702 FORM:

After the Contractor has completed AIA Document G703, Continuation Sheet, summary information should be transferred to AIA Document G702, Application and Certificate for Payment.

The Contractor should sign G702, have it notarized and submit it, together with G703, to the Architect.

The Architect should review G702 and G703 and, if they are acceptable, complete the Architect's Certificate for Payment on G702. The Architect may certify a different amount than that applied for, pursuant to Paragraphs 9.5 and 9.6 of A201. The Architect should then initial all figures on G702 and G703 that have been changed to conform to the amount certified and attach an explanation. The completed G702 and G703 should be forwarded to the Owner.

C. COMPLETING THE G703 FORM:

Heading: This information should be completed to be consistent with similar information on AIA Document G702, Application and Certificate for Payment.

Columns A, B & C: These columns should be completed by identifying the various portions of the Project and their scheduled value consistent with the schedule of values submitted to the Architect at the commencement of the Project or as subsequently adjusted. The breakdown may be by sections of the Work or by Subcontractors and should remain consistent throughout the Project. Multiple pages should be used when required.

Column C should be subtitled at the bottom when more than one page is used and totaled on the last page. Initially, this total should equal the original Contract Sum. The total of column C may be adjusted by Change Orders during the Project.

Column D: Enter in this column the amount of completed work covered by the previous application (columns D -- F from the previous application). Values from column F (Materials Presently Stored) from the previous application should not be entered in this column.

Column E: Enter here the value of Work completed at the time of this application, including the value of materials incorporated into the project which were listed on the previous application under Materials Presently Stored (column F).

Column F: Enter here the value of Materials Presently Stored for which payment is sought. The total of the column *must* be recalculated at the end of each pay period. This value covers both materials newly stored for which payment is sought and materials previously stored which are not yet incorporated into the Project. Mere payment by the Owner for stored materials does not result in a deduction from this column. Only as materials are incorporated into the Project is their value deducted from this column and incorporated into column E (Work Completed--This Period).

Column G: Enter here the total of columns D, E and F. Calculate the percentage completed by dividing column G by column C.

Column H: Enter here the difference between column C (Scheduled Value) and column G (Total Completed and Stored to Date).

Column I: This column is normally used only for contracts where variable retainage is permitted on a line-item basis. It need not be completed on projects where a constant retainage is withheld from the overall contract amount.

Change Orders: Although Change Orders could be incorporated by changing the schedule of values each time a Change Order is added to the Project, this is not normally done. Usually, Change Orders are listed separately, either on their own G703 form or at the end of the basic schedule. The amount of the original contract adjusted by Change Orders is to be entered in the appropriate location on the G702 form.

Construction Change Directives: Amounts not in dispute that have been included in Construction Change Directives should be incorporated into one or more Change Orders. Amounts remaining in dispute should be dealt with according to Paragraph 7.3 in A201.

D. MAKING PAYMENT

The Owner should make payment directly to the Contractor based on the amount certified by the Architect on AIA Document G702, Application and Certificate for Payment. The completed form contains the name and address of the Contractor. Payment should not be made to any other party unless specifically indicated on G702.

E. EXECUTION OF THE DOCUMENT

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.

TO OWNER:

PROJECT:

APPLICATION NO.:

☐ OWNER

PERIOD TO:

☐ ARCHITECT

PROJECT NOS.:

☐ CONTRACTOR

FROM CONTRACTOR:

VIA ARCHITECT:

CONTRACT DATE:

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM\$
2. Net change by Change Orders\$
3. CONTRACT SUM TO DATE (Line 1 + 2)\$
4. TOTAL COMPLETED & STORED TO DATE\$
(Column G on G703)
5. RETAINAGE:
 - a. _____% of Completed Work\$
(Columns D + E on G703)
 - b. _____% of Stored Material\$
(Column F on G703)

Total Retainage (Line 5a + 5b or Total in Column I of G703)\$
6. TOTAL EARNED LESS RETAINAGE\$
(Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT\$
(Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE\$
9. BALANCE TO FINISH, INCLUDING RETAINAGE\$
(Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		



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G702-1992

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The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: _____

State of: _____

County of: _____

Subscribed and sworn to before me this _____ day of _____

Notary Public:

My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED\$
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

INSTRUCTION SHEET

FOR AIA DOCUMENT G702/CMa, APPLICATION AND CERTIFICATE FOR PAYMENT CONSTRUCTION MANAGER-ADVISER EDITION

A. GENERAL INFORMATION

AIA Document G702/CMa, Application and Certificate for Payment, Construction Manager-Adviser Edition, is to be used in conjunction with AIA Document G703, Continuation Sheet. These documents are designed to be used on a Project where a Construction Manager is employed as an adviser to the Owner, but not as a constructor, and where multiple Contractors have direct Agreements with the Owner. Procedures for their use are covered in AIA Document A201/CMa, General Conditions of the Contract for Construction, Construction Manager-Adviser Edition, 1992 Edition.

B. COMPLETING THE G702/CMa FORM:

After the Contractor has completed AIA Document G703, Continuation Sheet, summary information should be transferred to AIA Document G702/CMa, Application and Certificate for Payment, Construction Manager-Adviser Edition.

The Contractor should sign G702/CMa, have it notarized and submit it, together with G703, to the Construction Manager and Architect.

The Construction Manager and Architect should review G702/CMa and G703 and, if they are acceptable, complete the Certificate for Payment on G702/CMa. The Construction Manager and Architect may certify a different amount than that applied for, pursuant to Paragraphs 9.5 and 9.6 of A201/CMa. They should then initial all figures on G702/CMa and G703 that have been changed to conform to the amount certified and attach an explanation. The completed G702/CMa and G703 should be forwarded to the Owner.

C. COMPLETING THE G703 FORM:

Heading: This information should be completed to be consistent with similar information on AIA Document G702/CMa, Application and Certificate for Payment, Construction Manager-Adviser Edition.

Columns A, B & C: These columns should be completed by identifying the various portions of the Project and their scheduled value consistent with the schedule of values submitted to the Architect at the commencement of the Project or as subsequently adjusted. The breakdown may be by sections of the Work or by Subcontractors and should remain consistent throughout the Project. Multiple pages should be used when required.

Column C should be subtotaled at the bottom when more than one page is used and totaled on the last page. Initially, this total should equal the original Contract Sum. The total of column C may be adjusted by Change Orders during the Project.

Column D: Enter in this column the amount of completed work covered by the previous application (columns D & E from the previous application). Values from column F (Materials Presently Stored) from the previous application should not be entered in this column.

Column E: Enter here the value of Work completed at the time of this application, including the value of materials incorporated into the project which were listed on the previous application under Materials Presently Stored (column F).

Column F: Enter here the value of Materials Presently Stored for which payment is sought. The total of the column *must* be recalculated at the end of each pay period. This value covers both materials newly stored for which payment is sought and materials previously stored which are not yet incorporated into the Project. Mere payment by the Owner for stored materials does not result in a deduction from this column. Only as materials are incorporated into the Project is their value deducted from this column and incorporated into column E (Work Completed—This Period).

Column G: Enter here the total of columns D, E and F. Calculate the percentage completed by dividing column G by column C.

Column H: Enter here the difference between column C (Scheduled Value) and column G (Total Completed and Stored to Date).

Column I: This column is normally used only for contracts where variable retainage is permitted on a line-item basis. It need not be completed on projects where a constant retainage is withheld from the overall contract amount.

Change Orders: Although Change Orders could be incorporated by changing the schedule of values each time a Change Order is added to the Project, this is not normally done. Usually, Change Orders are listed separately, either on their own G703 form or at the end of the basic schedule. The amount of the original contract adjusted by Change Orders is to be entered in the appropriate location on the G702/CMa form.

Construction Change Directives: Amounts not in dispute that have been included in Construction Change Directives should be incorporated into one or more Change Orders. Amounts remaining in dispute should be dealt with according to Paragraph 7.3 in A201/CMa.

D. MAKING PAYMENT

The Owner should make payment directly to the Contractor based on the amount certified by the Construction Manager and Architect on AIA Document G702/CMa, Application and Certificate for Payment, Construction Manager-Adviser Edition. The completed form contains the name and address of the Contractor. Payment should not be made to any other party unless specifically indicated on G702/CMa.

APPLICATION AND CERTIFICATE FOR PAYMENT DOCUMENT G702/CMa (Instructions on reverse side) CONSTRUCTION MANAGER-ADVISED EDITION

PAGE ONE OF 3

TO OWNER:

PROJECT:

APPLICATION NO.:
PERIOD TO:
PROJECT NOS.:

Distribution to:
☐ OWNER
☐ CONSTRUCTION
MANAGER

FROM CONTRACTOR:

CONTRACT DATE:

☐ ARCHITECT
☐ CONTRACTOR

VIA CONSTRUCTION MANAGER:
VIA ARCHITECT:

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM\$
2. Net Change By Change Orders\$
3. CONTRACT SUM TO DATE (Line 1 + 2)\$
4. TOTAL COMPLETED & STORED TO DATE\$
(Column G on G702)
5. RETAINAGE:
a. _____% of Completed Work\$
(Columns D + E on G703)
b. _____% of Stored Material\$
(Column F on G703)
Total Retainage (Line 5a + 5b or
Total in Column I of G703)\$
6. TOTAL EARNED LESS RETAINAGE\$
(Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT\$
(Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE\$
9. BALANCE TO FINISH, INCLUDING RETAINAGE\$
(Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

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The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: _____

State of: _____

County of: _____

Subscribed and sworn to before
me this _____ day of _____

Notary Public:

My Commission expires: _____

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED\$

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.)

CONSTRUCTION MANAGER:

By: _____ Date: _____

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

G702/CMa-1992

INSTRUCTION SHEET

AIA DOCUMENTS G702 and G703

A. GENERAL INFORMATION

1. Purpose and Related Documents

AIA Document G702, Application and Certificate for Payment, is to be used in conjunction with AIA Document G703, Continuation Sheet. These documents are designed to be used on a Project where a Contractor has a direct Agreement with the Owner. Procedures for their use are covered in AIA Document A201, General Conditions of the Contract for Construction, 1987 Edition.

2. Use of Current Documents

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B. COMPLETING THE G702 FORM:

After the Contractor has completed AIA Document G703, Continuation Sheet, summary information should be transferred to AIA Document G702, Application and Certificate for Payment.

The Contractor should sign G702, have it notarized and submit it, together with G703, to the Architect.

The Architect should review G702 and G703 and, if they are acceptable, complete the Architect's Certificate for Payment on G702. The Architect may certify a different amount than that applied for, pursuant to Paragraphs 9.5 and 9.6 of A201. The Architect should then initial all figures on G702 and G703 that have been changed to conform to the amount certified and attach an explanation. The completed G702 and G703 should be forwarded to the Owner.

C. COMPLETING THE G703 FORM:

Heading: This information should be completed to be consistent with similar information on AIA Document G702, Application and Certificate for Payment.

Columns A, B & C: These columns should be completed by identifying the various portions of the Project and their scheduled value consistent with the schedule of values submitted to the Architect at the commencement of the Project or as subsequently adjusted. The breakdown may be by sections of the Work or by Subcontractors and should remain consistent throughout the Project. Multiple pages should be used when required.

Column C should be subtotaled at the bottom when more than one page is used and totaled on the last page. Initially, this total should equal the original Contract Sum. The total of column C may be adjusted by Change Orders during the Project.

Column D: Enter in this column the amount of completed work covered by the previous application (column D—E from the previous application). Values from column F (Materials Presently Stored) from the previous application should not be entered in this column.

Column E: Enter here the value of Work completed at the time of this application, including the value of materials incorporated into the project which were listed on the previous application under Materials Presently Stored (column F).

Column F: Enter here the value of Materials Presently Stored for which payment is sought. The total of the column *must* be recalculated at the end of each pay period. This value covers both materials newly stored for which payment is sought and materials previously stored which are not yet incorporated into the Project. Mere payment by the Owner for stored materials does not result in a deduction from this column. Only as materials are incorporated into the Project is their value deducted from this column and incorporated into column E (Work Completed—This Period).

Column G: Enter here the total of columns D, E and F. Calculate the percentage completed by dividing column G by column C.

Column H: Enter here the difference between column C (Scheduled Value) and column G (Total Completed and Stored to Date).

Column I: This column is normally used only for contracts where variable retainage is permitted on a line-item basis. It need not be completed on projects where a constant retainage is withheld from the overall contract amount.

Change Orders: Although Change Orders could be incorporated by changing the schedule of values each time a Change Order is added to the Project, this is not normally done. Usually, Change Orders are listed separately, either on their own G703 form or at the end of the basic schedule. The amount of the original contract adjusted by Change Orders is to be entered in the appropriate location on the G702 form.

Construction Change Directives: Amounts not in dispute that have been included in Construction Change Directives should be incorporated into one or more Change Orders. Amounts remaining in dispute should be dealt with according to Paragraph 7.3 in A201.

D. MAKING PAYMENT

The Owner should make payment directly to the Contractor based on the amount certified by the Architect on AIA Document G702, Application and Certificate for Payment. The completed form contains the name and address of the Contractor. Payment should not be made to any other party unless specifically indicated on G702.

E. EXECUTION OF THE DOCUMENT

Each person executing the Agreement should indicate the capacity in which they are acting (e.g., principal, 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 G703 (Instructions on reverse side)

APPLICATION NO.:

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO.:

[illegible]

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AIA DOCUMENT G704-2000

Certificate of Substantial Completion*(Instructions on reverse side)***PROJECT:***(Name and address)***PROJECT NUMBER:****CONTRACT FOR:****CONTRACT DATE:****TO OWNER:***(Name and address)***TO CONTRACTOR:***(Name and address)*OWNER ☐ARCHITECT ☐CONTRACTOR ☐FIELD ☐OTHER ☐**PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:**

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

ARCHITECT**BY****DATE OF ISSUANCE**

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective:

The Contractor will complete or correct the Work on the list of items attached hereto within _____ () days from the above date of Substantial Completion.

CONTRACTOR**BY****DATE**

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at _____ (time) on _____ (date).

OWNER**BY****DATE**

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)



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AIA DOCUMENT G704-2000
 CERTIFICATE OF
 SUBSTANTIAL COMPLETION

SAMPLE:

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Instructions

GENERAL INFORMATION

PURPOSE. This document was developed to establish the date of Substantial Completion for the purpose of commencement of applicable warranties and to allow the Owner to occupy or utilize the Work or designated portion.

RELATED DOCUMENTS. This document was prepared for use under the terms of AIA general conditions, including AIA Document A201, General Conditions of the Contract for Construction, and the general conditions contained in AIA Document A107, Abbreviated Owner-Contractor Agreement Form for Construction Projects of Limited Scope—Stipulated Sum.

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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COMPLETING THE G704 FORM

- After the words “Project or Portion of the Project Designated For Partial Occupancy Or Use Shall Include:”, insert a detailed description of the Project or portion(s) of the Project that have been accepted as being substantially complete.
- Determine Work to be completed. Provide a list of items that are to be completed or corrected and attach.
- Determine dates for completion of the Work.
- Establish an amount to be withheld to complete the Work.

EXECUTION OF THE DOCUMENT

The G704 document should be executed in not less than triplicate by the Owner, Architect and Contractor, each of whom retains an original.



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AIA DOCUMENT G704-2000
INSTRUCTIONS

INSTRUCTION SHEET

FOR AIA DOCUMENT G704/CMa, CERTIFICATE OF SUBSTANTIAL COMPLETION CONSTRUCTION MANAGER-ADVISER EDITION

A. GENERAL INFORMATION

1. Purpose

AIA Document G704/CMa, Certificate of Substantial Completion, Construction Manager-Adviser Edition, is a new document. This document was developed to include the Construction Manager in the process of establishing the date of Substantial Completion, which is established for the purpose of commencement of applicable warranties and to allow the Owner to occupy or utilize the Work or designated portion thereof.

2. Related Documents

This document was prepared for use under the terms of AIA Document A201/CMa, General Conditions of the Contract for Construction, Construction Manager-Adviser Edition.

3. 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.

4. 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 G704/CMa, but only for use in connection with a particular Project.

B. COMPLETING THE G704/CMa FORM

1. After the words "Project or Designated Portion shall include:", insert a detailed description of the Project or portion(s) of the Project that have been accepted as being substantially complete.

2. Determine Work to be completed.

Provide a list of items that are to be completed or corrected.

Determine dates for completion of the Work.

Establish an amount to be withheld to complete the Work.

C. EXECUTION OF THE DOCUMENT

The G704/CMa document should be executed in not less than quadruplicate by the Owner, Construction Manager, Architect and Contractor, each of whom retains an original.

CERTIFICATE OF SUBSTANTIAL COMPLETION

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G704/CMa

(Instructions on reverse side)

OWNER ☐
CONSTRUCTION MANAGER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

PROJECT:

(Name and address)

PROJECT NOS.:

CONTRACT FOR:

CONTRACT DATE:

TO OWNER:

(Name and address)

TO CONTRACTOR:

(Name and address)

DATE OF ISSUANCE:

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

The Work performed under this Contract has been reviewed and found, to the Construction Manager's and Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion thereof designated above is hereby established as

which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

CONSTRUCTION MANAGER

BY

DATE

ARCHITECT

BY

DATE

The Contractor will complete or correct the Work on the list of items attached hereto within the above date of Substantial Completion.

days from

CONTRACTOR

BY

DATE

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at (time) on (date).

OWNER

BY

DATE

The responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

(Note—Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)



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G704/CMa-1992

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INSTRUCTION SHEET

FOR AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

A. GENERAL INFORMATION

1. Purpose

This document is intended for use when the Contractor is required to provide a sworn statement verifying that debts and claims have been settled, except for those listed by the Contractor under "EXCEPTIONS" in the document. G706 is typically executed as a condition of final payment.

2. Related Documents

This document may be used with most of the AIA's Owner-Contractor agreements and general conditions, such as A201 and its related family of documents. G706 also requires the attachment of several supporting documents, including G706A, Contractor's Affidavit of Release of Liens, and G707, Consent of Surety to Reduction in or Release of Retainage.

3. 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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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 G706, but only for use in connection with a particular project. Further reproductions are prohibited without the express permission of the AIA.

B. CHANGES FROM THE PREVIOUS EDITION

A cross-reference to AIA Document A201 has been deleted to permit the use of G706 with other families of AIA documents, including construction management, interiors and design/build.

C. COMPLETING THE G706 FORM

GENERAL: The Owner-Contractor Agreement is the usual source of required information such as the contract date and the names and addresses of the Owner, Project and Contractor.

ARCHITECT'S PROJECT NO.: This information is typically supplied by the Architect and entered on the form by the Contractor.

CONTRACT FOR: This refers to the scope of the contract, such as "General Construction" or "Mechanical Work".

AFFIDAVIT: Indicate the state and county where the Affidavit is made. This is not necessarily the same location as the Project, but should be the location where the notary is authorized to administer sworn oaths. If there are any EXCEPTIONS to the statement, these should be listed in the space provided; otherwise enter as "None". It may be a stipulation of the Contract Documents that the Owner has the right to require the Contractor to furnish a bond to cover each exception listed on the Affidavit.

SUPPORTING DOCUMENTS: The AIA documents listed as attachments to the G706 form should be of the same (current) edition date as G706. The AIA does not publish a "Release or Waiver of Liens" for contractors or subcontractors because of the great diversity of releases or waivers permitted by various state mechanics lien laws. Forms for such purposes may be available from local contractors' associations or may be written with the assistance of legal counsel.

D. EXECUTION OF THE DOCUMENT

The Notary Public should administer a sworn oath to the Contractor referencing the written statements appearing on G706, and should duly sign and seal this document containing the Contractor's signature. G706 should be signed by the Contractor or the Contractor's authorized representative.

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

AIA Document G706

(Instructions on reverse side)

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

TO OWNER:
(Name and address)

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:

PROJECT:
(Name and address)

CONTRACT DATED:

STATE OF:
COUNTY OF:

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose.

Indicate attachment: ☐ yes ☐ no

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR:
(Name and address)

BY: _____
(Signature of authorized representative)

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:

My Commission Expires:



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G706—1994

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INSTRUCTION SHEET

FOR AIA DOCUMENT G706A, CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

A. GENERAL INFORMATION

1. Purpose

This document is intended for use as a companion to AIA Document G706, Contractor's Affidavit of Payment of Debts and Claims.

2. Related Documents

This document may be used with most of the AIA's Owner-Contractor agreements and general conditions, such as A201 and its related family of documents. As noted above, G706A is a companion document to AIA Document G706.

3. 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

A cross-reference to AIA Document A201 has been deleted to permit the use of G706A with other families of AIA documents, including construction management, interiors and design/build.

C. COMPLETING THE G706A FORM

GENERAL: The Owner-Contractor Agreement is the usual source of required information such as the contract date and the names and addresses of the Owner, Project and Contractor.

ARCHITECT'S PROJECT NO.: This information is typically supplied by the Architect and entered on the form by the Contractor.

CONTRACT FOR: This refers to the scope of the contract, such as "General Construction" or "Mechanical Work".

AFFIDAVIT: Indicate the state and county where the Affidavit is made. This is not necessarily the same location as the Project, but should be the location where the notary is authorized to administer sworn oaths. If there are any **EXCEPTIONS** to the statement, these should be listed in the space provided; otherwise enter as "None". It may be a stipulation of the Contract Documents that the Owner has the right to require the Contractor to furnish a bond to cover each exception listed on the Affidavit.

SUPPORTING DOCUMENTS: The AIA does not publish a "Release or Waiver of Liens" for contractors or subcontractors because of the great diversity of releases or waivers permitted by various state mechanics lien laws. Forms for such purposes may be available from local contractors' associations or may be written with the assistance of legal counsel.

D. EXECUTION OF THE DOCUMENT

The Notary Public should administer a sworn oath to the Contractor referencing the written statements appearing on G706A, and should duly sign and seal this document containing the Contractor's signature. G706A should be signed by the Contractor or the Contractor's authorized representative.

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

AIA Document G706A

(Instructions on reverse side)

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

TO OWNER:
(Name and address)

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:

PROJECT:
(Name and address)

CONTRACT DATED:

STATE OF:
COUNTY OF:

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR:
(Name and address)

BY: _____
(Signature of authorized representative)

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:

My Commission Expires:



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INSTRUCTION SHEET

FOR AIA DOCUMENT G707, CONSENT OF SURETY TO FINAL PAYMENT

A. GENERAL INFORMATION

1. Purpose

This document is intended for use as a companion to AIA Document G706, Contractor's Affidavit of Payment of Debts and Claims, on construction projects where the Contractor is required to furnish a bond. By obtaining the Surety's approval of final payment to the Contractor and its agreement that final payment will not relieve the Surety of any of its obligations, the Owner may preserve its rights under the bond.

2. Related Documents

This document may be used with most of the AIA's Owner-Contractor agreements and general conditions, such as A201 and its related family of documents. As noted above, this is a companion document to AIA Document G706.

3. Use of Current Documents

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B. CHANGES FROM THE PREVIOUS EDITION

Changes in the location of various items of information were made, without revision to the substance of the document.

C. COMPLETING THE G707 FORM

GENERAL: The bond form is the usual source of required information such as the contract date and the names and addresses of the Surety, Owner, Contractor and Project.

ARCHITECT'S PROJECT NO.: This information is typically supplied by the Architect and entered on the form by the Contractor.

CONTRACT FOR: This refers to the scope of the contract, such as "General Construction" or "Mechanical Work".

D. EXECUTION OF THE DOCUMENT

The G707 form requires both the Surety's seal and the signature of the Surety's authorized representative.

CONSENT OF SURETY TO FINAL PAYMENT

AIA Document G707

(Instructions on reverse side)

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

TO OWNER:

(Name and address)

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:

PROJECT:

(Name and address)

CONTRACT DATED:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

on bond of

(Insert name and address of Contractor)

, SURETY,

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to

(Insert name and address of Owner)

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:

(Insert in writing the month followed by the numeric date and year.)

(Surety)

(Signature of authorized representative)

Attest:

(Seal):

(Printed name and title)



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INSTRUCTION SHEET

FOR AIA DOCUMENT G707A, CONSENT OF SURETY TO FINAL REDUCTION IN OR PARTIAL RELEASE OF RETAINAGE

A. GENERAL INFORMATION

1. Purpose

This document is intended for use when the Contractor requests a reduction or release of retainage from the Owner. The G707A form, when duly executed, assures the Owner that such reduction or partial release of retainage does not relieve the Surety of its obligations.

2. Related Documents

This document may be used with most of the AIA's Owner-Contractor agreements and general conditions, such as A201 and its related family of documents. It is often used as accompanying documentation to AIA Document G702, Application and Certificate for Payment, when release or reduction of retainage is requested by the Contractor.

3. 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

Changes in the location of various items of information were made, without revision to the substance of the document.

C. COMPLETING THE G707A FORM

GENERAL: The Owner-Contractor Agreement is the usual source of required information such as the contract date and the names and addresses of the Owner, Project and Contractor.

ARCHITECT'S PROJECT NO.: This information is typically supplied by the Architect and entered on the form by the Contractor.

CONTRACT FOR: This refers to the scope of the contract, such as "General Construction" or "Mechanical Work".

D. EXECUTION OF THE DOCUMENT

The G707A form requires both the Surety's seal and the signature of the Surety's authorized representative.

CONSENT OF SURETY TO REDUCTION IN OR PARTIAL RELEASE OF RETAINAGE

AIA Document G707A

(Instructions on reverse side)

OWNER	<input type="checkbox"/>
ARCHITECT	<input type="checkbox"/>
CONTRACTOR	<input type="checkbox"/>
SURETY	<input type="checkbox"/>
OTHER	<input type="checkbox"/>

TO OWNER:
(Name and address)

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:

PROJECT:
(Name and address)

CONTRACT DATED:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

on bond of
(Insert name and address of Contractor)

, SURETY,

, CONTRACTOR,

hereby approves the reduction in or partial release of retainage to the Contractor as follows:

The Surety agrees that such reduction in or partial release of retainage to the Contractor shall not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:
(Insert in writing the month followed by the numeric date and year.)

(Surety)

(Signature of authorized representative)

(Printed name and title)

Attest:
(Seal):



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INSTRUCTION SHEET

FOR AIA DOCUMENT G709, PROPOSAL REQUEST

A. GENERAL INFORMATION

1. Purpose

AIA Document G709 is intended for use in securing price quotations needed for the negotiation of change in the Work. Use of the G709 form is optional. While it is not called for by the terms of AIA Document A201 or any AIA agreement form, G709 provides a clear and concise means of initiating the process for changes in the Work.

2. Related Documents

The G709 Proposal Request is an administrative form and not a contractual one. It is not intended to modify the Contract for construction. Modifications to the Contract for construction should be made using the appropriate Change Order or Construction Change Directive forms.

G701	Change Order
G714	Construction Change Directive
G701/CMA	Change Order, Construction Manager-Adviser Ed.
G714/CMA	Construction Change Directive, Construction Manager-Adviser Ed.

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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 G709, but only for use in connection with a particular project. G709 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 printed forms and bind one in each of the Project Manuals. Partial modifications, if any, may be accomplished without completing the form by using separate Supplementary Conditions.

B. COMPLETING THE G709 FORM

The form is typically prepared by the Architect, who forwards it to the Contractor. In the blank after "TO CONTRACTOR:", the Contractor should be identified by name. In the blank after "CONTRACT FOR:", the words "General Construction" may be inserted if the Contractor is a single prime (or general) contractor. However, if the Contractor is one of several prime contractors, the Work performed by that Contractor should be identified, such as "Mechanical Work".

The change for which the proposal is requested should be carefully described, referencing the relevant Drawings by number and the Specifications by section. Other drawings or graphic materials should be provided as necessary.

If separate sheets are attached, they should be clearly identified, numbered and dated. Copies should be retained by the Architect; other copies should be distributed to the Owner and other interested parties as indicated at the top of the form.

PROPOSAL REQUEST

AIA Document G709

(Instructions on reverse side)

OWNER	<input type="checkbox"/>
ARCHITECT	<input type="checkbox"/>
CONSULTANT	<input type="checkbox"/>
CONTRACTOR	<input type="checkbox"/>
FIELD	<input type="checkbox"/>
OTHER	<input type="checkbox"/>

PROJECT:

(Name and address)

PROPOSAL REQUEST NO.:

DATE OF ISSUANCE:

CONTRACT FOR:

CONTRACT DATED:

ARCHITECT'S PROJECT NO.:

OWNER:

(Name and address)

ARCHITECT:

(Name and address)

TO CONTRACTOR:

(Name and address)

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Submit proposal within _____ days, or notify the Architect in writing of the date on which you anticipate submitting your proposal.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

Description:

(Insert a written description of the Work.)

Attachments:

(List attached documents that support description.)

REQUESTED BY:

(Signature)

(Printed name and title)



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INSTRUCTION SHEET

FOR AIA DOCUMENT G710, ARCHITECT'S SUPPLEMENTAL INSTRUCTIONS

A. GENERAL INFORMATION

AIA Document G710 may be used by the Architect to issue supplemental instructions or interpretations or to order minor changes in the Work. It is intended to help the Architect perform the functions described in Subparagraph 2.6.13 of AIA Document B141 with respect to minor changes not involving adjustment in the Contract Sum or Contract Time. Such minor changes are authorized under Paragraph 7.4 of AIA Document A201.

If the Contractor believes that a change in Contract Sum or Contract Time is involved, different documents should be used. Depending on the circumstances, the appropriate document may be AIA Document G709, Proposal Request; AIA Document G714, Construction Change Directive; or AIA Document G701, Change Order.

If an Architect's Project Representative will be involved in the use of this document, it may be helpful to review AIA Document B352, Duties, Responsibilities and Limitations of Authority of the Architect's Project Representative, to coordinate and verify relationships and responsibilities.

B. COMPLETING THE G710 FORM

The Architect initiates and prepares the form and forwards it to the Contractor.

In the blank after "TO:", the Contractor should be identified by name. In the blank after "CONTRACT FOR:", the words "General Construction" may be inserted if the Contractor is a single prime (or general) Contractor; however, if the Contractor is one of several prime Contractors, the Work performed by that Contractor should be identified.

The description of the action required should be carefully prepared after personal investigation or discussions with field personnel or Project Representatives. Written instructions or clarifications will often be sufficient, but the objective is to communicate clearly. Drawings or other graphic material should be provided as necessary.

If separate sheets are attached, they should be clearly identified, numbered and dated. Copies should be retained by the Architect; other copies should be distributed to the Owner and other interested parties as indicated at the top of the form.

ARCHITECT'S SUPPLEMENTAL INSTRUCTIONS

Owner ☐
Architect ☐
Consultant ☐
Contractor ☐
Field ☐
Other ☐

AIA DOCUMENT G710 (Instructions on reverse side)

PROJECT:
(name, address)

ARCHITECT'S SUPPLEMENTAL
INSTRUCTION NO:

OWNER:

DATE OF ISSUANCE:

TO:
(Contractor)

ARCHITECT:

CONTRACT FOR:

ARCHITECT'S PROJECT NO:

CONTRACT DATED:

The Work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in Contract Sum or Contract Time. Proceeding with the Work in accordance with these instructions indicates your acknowledgement that there will be no change in the Contract Sum or Contract Time.

Description:

Attachments: (Here insert listing of documents that support description.)

ISSUED BY:

Architect

AIA

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ARCHITECT'S FIELD REPORT

AIA DOCUMENT G711

OWNER ☐
ARCHITECT ☐
CONSULTANT ☐
FIELD ☐

PROJECT:

FIELD REPORT NO:

CONTRACT:

ARCHITECT'S PROJECT NO:

DATE	TIME	WEATHER	TEMP. RANGE
------	------	---------	-------------

EST. % OF COMPLETION	CONFORMANCE WITH SCHEDULE (+, -)		
----------------------	----------------------------------	--	--

WORK IN PROGRESS	PRESENT AT SITE		
------------------	-----------------	--	--

OBSERVATIONS

ITEMS TO VERIFY

INFORMATION OR ACTION REQUIRED

ATTACHMENTS

REPORT BY:

AIA DOCUMENT G712

ARCHITECT'S PROJECT NO.:

CONTRACTOR:

[illegible]

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AIA

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INSTRUCTION SHEET

FOR AIA DOCUMENT G714, CONSTRUCTION CHANGE DIRECTIVE

A. GENERAL INFORMATION

1. Purpose

AIA Document G714 replaces former AIA Document G713, Construction Change Authorization. This document was developed as a directive for changes in the Work which, if not implemented expeditiously, might delay the Project. In contrast to a Change Order (AIA Document G701), AIA Document G714 is to be used where the Owner and Contractor, for whatever reason, have not reached agreement upon the proposed changes in the Contract Sum or Contract Time. Upon receipt of the completed G714, the Contractor *must* promptly proceed with the change in the Work described therein.

2. Related Documents

This document was prepared for use under the terms of AIA Document A201, General Conditions of the Contract for Construction; under the general conditions contained in AIA Documents A107 and A117; and under other AIA general conditions beginning with the 1987 editions.

3. 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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B. COMPLETING THE G714 FORM

1. With the concurrence of the Owner, the Architect initiates and prepares the form (including a description of the Work) and attachments.

2. Method of Determining Costs

In accordance with Subparagraph 7.3.3 of AIA Document A201 (1987 edition), insert the method proposed for determining the final cost of the Work involved. Lump Sum should be used where there is likely to be mutual agreement by the Owner and Contractor as to the total cost of the change; all costs associated with the change are included in the Lump Sum. Unit Price should be used where there is likely to be mutual agreement by the Owner and Contractor as to the cost per unit of measurement for the change, but where the number of units of measurement is not capable of reasonable determination at the time the form is signed.

Reference to Subparagraph 7.3.6 of AIA Document A201 (1987 edition) indicates that payment will be made on a time and material basis with reasonable allowances for overhead and profit as defined therein. Refer to Subparagraph 7.3.6 for a definition of the method proposed for determining costs to be included.

The space after the designation "as follows" should be used where more than one method of adjustment, or a method other than those designated above, is proposed and where the Contractor is likely to concur with one or more of the specified methods.

Pending final determination of the cost to the Owner, amounts not in dispute may be included in Applications for Payment. Such undisputed amounts should be clearly documented by written agreement.

3. Change in Contract Time

Insert the proposed change in Contract Time, if any, associated with the change.

C. EXECUTION OF THE DOCUMENT

1. The document should be executed in not less than triplicate by the Owner and Architect.
2. Once the Architect has completed the form as described above and has executed it in triplicate, all three copies should be sent to the Owner for authorization, since the Architect alone does not have the authority to authorize additional expenditures or time extensions. The Owner's representative who executes this document must be legally empowered to authorize additional funds, and the amount of the proposed change must not exceed the representative's monetary authorization. Once authorized by the Owner or the Owner's representative, one copy should be sent by the Architect to the Contractor.
3. The Contractor must promptly proceed with the change directed. If the proposed method of adjustment is acceptable, the Contractor so advises the Architect and the method selected shall be utilized in the determination of future Applications for Payment. If the proposed method of adjustment is not acceptable, the Contractor so advises the Architect. In such event, the method of the adjustment will automatically become that designated in Subparagraph 7.3.6. The Architect should prepare a Change Order for execution by the Owner, Architect and Contractor for the Work directed by the Construction Change Directive when (a) the Contractor agrees to the proposed adjustment of the Contract Sum and Contract Time upon receipt of the Construction Change Directive or (b) the Contractor and Owner agree to the determination by the Architect of the change in Contract Sum pursuant to Subparagraph 7.3.6 and Contract Time pursuant to Subparagraph 7.3.8. If, following the Architect's determination, no agreement is reached, the matter is referred to the Architect as a Claim.

CONSTRUCTION CHANGE DIRECTIVE

AIA DOCUMENT G714

(Instructions on reverse side. This document replaces AIA Document G713, Construction Change Authorization.)

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

PROJECT:
(name, address)

TO CONTRACTOR:
(name, address)

DIRECTIVE NO:

DATE:

ARCHITECT'S PROJECT NO:

CONTRACT DATE:

CONTRACT FOR:

You are hereby directed to make the following change(s) in this Contract:

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:

- ☐ Lump Sum (increase) (decrease) of \$ _____.
- ☐ Unit Price of \$ _____ per _____.
- ☐ as provided in Subparagraph 7.3.6 of AIA Document A201, 1987 edition.
- ☐ as follows:

2. The Contract Time is proposed to (be adjusted) (remain unchanged). The proposed adjustment, if any, is (an increase of _____ days) (a decrease of _____ days).

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

ARCHITECT

OWNER

Address

Address

BY

BY

DATE

DATE

Signature by the Contractor indicates the Contractor's agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this Construction Change Directive.

CONTRACTOR

Address

BY

DATE

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G714-1987

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INSTRUCTION SHEET

FOR AIA DOCUMENT G714/CMA, CONSTRUCTION CHANGE DIRECTIVE CONSTRUCTION MANAGER-ADVISER EDITION

A. GENERAL INFORMATION

1. Purpose

AIA Document G714/CMA was developed as a directive for changes in the Work which, if not implemented expeditiously, might delay the Project. In contrast to a Change Order (AIA Document G701/CMA), AIA Document G714/CMA is to be used where the Owner and Contractor, for whatever reason, have not reached agreement upon the proposed changes in the Contract Sum and Contract Time. Upon receipt of the completed G714/CMA, the Contractor must promptly proceed with the Change in the Work described therein.

2. Related Documents

This document was prepared for use under the terms of AIA Document A201/CMA, General Conditions of the Contract for Construction, Construction Manager-Adviser Edition.

3. Use of Current Documents

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B. COMPLETING THE G714/CMA FORM

1. With the concurrence of the Owner, the Architect initiates and prepares the form (including a description of the Work) and attachments.

2. Method of Determining Costs

In accordance with Subparagraph 7.3.5 of AIA Document A201/CMA, insert the method proposed for determining the final cost of the Work involved. Lump Sum should be used where there is likely to be mutual agreement by the Owner and Contractor as to the total cost of the change; all costs associated with the change are included in the Lump Sum. Unit Price may be used where there is likely to be mutual agreement by the Owner and Contractor as to the cost per unit of measurement for the change, except where the number of units of measurement cannot be reasonably determined at the time the form is signed.

Reference to Subparagraph 7.3.6 of AIA Document A201/CMA indicates that payment will be made on a time and material basis with reasonable allowances for overhead and profit as defined therein. Refer to Subparagraph 7.3.6 for a definition of the method proposed for determining costs to be included.

The space after the designation "as follows" should be used where more than one method of adjustment, or a method other than those designated above, is proposed.

Pending final determination of the cost to the Owner, amounts not in dispute should be incorporated into one or more Change Orders and may be included in Applications for Payment.

3. Change in Contract Time

Insert the proposed change in Contract Time, if any, associated with the change.

C. EXECUTION OF THE DOCUMENT

1. When the Owner, Construction Manager and Architect have reached agreement on the change to be made in the contract, the G714/CMA document should be executed in not fewer than quadruplicate by the Owner, Construction Manager and Architect. The two parties, the Construction Manager and Architect each receives an original.
2. Once the Construction Manager has completed the form as described above and has executed it in quadruplicate, all four copies should be sent to the Architect for execution and the Owner for authorization, since neither the Architect nor the Construction Manager has the authority to authorize additional expenditures or time extensions. The Owner's representative who executes this document must be legally empowered to authorize additional funds, and the amount of the proposed change must not exceed the representative's monetary authorization. Once authorized by the Owner or the Owner's representative, one copy should be sent by the Construction Manager to the Contractor.
3. The Contractor must promptly proceed with the change directed. If the proposed method of adjustment is acceptable, the Contractor so advises the Construction Manager and Architect and the method selected shall be utilized in the determination of future Applications for Payment. If the proposed method of adjustment is not acceptable, the Contractor so advises the Construction Manager and Architect. In such event, the method of the adjustment will automatically become that designated in Subparagraph 7.3.6. The Architect should prepare a Change Order for execution by the Owner, Architect and Contractor for the Work directed by the Construction Change Directive when (a) the Contractor agrees to the proposed adjustment of the Contract Sum and Contract Time upon receipt of the Construction Change Directive or (b) the Contractor and Owner agree to the determination by the Architect of the change in Contract Sum pursuant to Subparagraph 7.3.6 and Contract Time pursuant to Subparagraph 7.3.8. If, following the Architect's determination, no agreement is reached, the matter is referred to the Architect as a Claim.

CONSTRUCTION CHANGE DIRECTIVE

CONSTRUCTION MANAGER-ADVISED EDITION

AIA DOCUMENT G714/CMA

(Instructions on reverse side)

OWNER ☐
CONSTRUCTION MANAGER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

PROJECT:

(Name and address)

DIRECTIVE NO.:

DATE:

TO CONTRACTOR:

(Name and address)

PROJECT NOS.:

CONTRACT FOR:

CONTRACT DATE:

You are hereby directed to make the following change(s) in this Contract:

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:

- ☐ Lump Sum (increase) (decrease) of \$ _____
- ☐ Unit Price of \$ _____ per _____
- ☐ as provided in Subparagraph 7.3.6 of AIA Document A201/CMA, 1992 edition.
- ☐ as follows:

2. The Contract Time is proposed to (be adjusted) (remain unchanged). The proposed adjustment, if any, is (an increase of _____ days) (a decrease of _____ days).

Signature by the Contractor indicates the Contractor's agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this Construction Change Directive.

CONTRACTOR

Address

BY

DATE

When signed by the Owner, Construction Manager and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

OWNER

CONSTRUCTION MANAGER

ARCHITECT

Address

Address

Address

BY

BY

BY

DATE

DATE

DATE



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G714/CMA-1992

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SUPPLEMENTAL ATTACHMENT FOR ACORD CERTIFICATE OF INSURANCE 25-S (7/90).
AIA DOCUMENT G715

(This document replaces AIA Document G705, Certificate of Insurance.)

PROJECT _____

INSURED _____

A. General Liability

Yes No N/A

- | | | | |
|--|--------------------------|--------------------------|--------------------------|
| 1. Does the General Aggregate apply to this Project only? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Does this policy include coverage for: | | | |
| a. Premises—Operations? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Explosion, Collapse and Underground Hazards? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| c. Personal Injury Coverage? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| d. Products Coverage? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| e. Completed Operations? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| f. Contractual Coverage for the Insured's obligations in A201? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. If coverage is written on a claims-made basis, what is the: | | | |
| a. Retroactive Date? | _____ | | |
| b. Extended Reporting Date? | _____ | | |

B. Worker's Compensation

- | | | | |
|---|--------------------------|--------------------------|--------------------------|
| 1. If the Insured is exempt from Worker's Compensation statutes, does the Insured carry the equivalent Voluntary Compensation coverage? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|---|--------------------------|--------------------------|--------------------------|

C. Final Payment Information

- | | | | |
|--|--------------------------|--------------------------|--------------------------|
| 1. Is this certificate being furnished in connection with the Contractor's request for final payment in accordance with the requirements of Subparagraphs 9.10.2 and 11.1.3 of AIA Document A201, General Conditions of the Contract for Construction? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. If so, and if the policy period extends beyond termination of the Contract for Construction, is Completed Operations coverage for this Project continued for the balance of the policy period? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

D. Termination Provisions

- | | | | |
|--|--------------------------|--------------------------|--------------------------|
| 1. Has each policy shown on the certificate and this Supplement been endorsed to provide the holder with 30 days notice of cancellation and/or expiration? List below any policies which do not contain this notice. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|--|--------------------------|--------------------------|--------------------------|

E. Other Provisions

Authorized Representative

Date of Issue



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INSTRUCTION SHEET

AIA DOCUMENTS G722/CMA and G723/CMA

A. GENERAL INFORMATION

1. Purpose

AIA Document G722/CMA, Project Application and Project Certificate for Payment, is to be used in conjunction with AIA Document G723/CMA, Project Application Summary. These documents are designed to be used on a Project where a Construction Manager is employed as an adviser to the Owner, but not as a constructor, and where multiple Contractors have separate, direct Agreements with the Owner.

2. Related Documents

AIA Documents G722/CMA and G723/CMA were prepared for use under the terms of AIA Document A201/CMA, General Conditions of the Contract for Construction, Construction Manager-Adviser Edition, 1992 edition.

3. Use of Current Documents

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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 G722/CMA or G723/CMA, but only for use in connection with a particular Project.

B. CHANGES FROM THE PREVIOUS EDITION

Unlike the previous edition, the Project Certificate portion of the 1992 edition of AIA Document G722/CMA requires the signatures of the Architect *and Construction Manager* for validity. On the Project Application portion of G722/CMA, the Construction Manager attests that the Contractors' Applications for Payment have been summarized accurately in the Project Application.

C. COMPLETING THE G722/CMA FORM

After the Construction Manager has completed AIA Document G723/CMA, Project Application Summary, summary information should be transferred to the G722/CMA form.

The Construction Manager should submit the completed G722/CMA, together with G723/CMA and a separate G702/CMA, Application and Certificate for Payment, Construction Manager-Adviser Edition, and G703, Continuation Sheet, from each Contractor, to the Architect.

The Construction Manager and Architect should review the G722/CMA, G723/CMA, G702/CMA and G703, and, if they find the forms acceptable, complete the Project Certificate for Payment on G722/CMA, *as well as the certification on each G702/CMA submitted by the Contractors.*

The completed forms should be forwarded to the Owner. The Owner will make payment directly to each Contractor based on the amount due each as noted in Line J of G723/CMA.

D. COMPLETING THE G723/CMA FORM

Each Contractor on the Project will have completed and signed AIA Document G702/CMA, Application and Certificate for Payment, Construction Manager-Adviser Edition, and forwarded it to the Construction Manager. The Construction Manager will review each Contractor's Application for Payment; and, if it is acceptable, will complete one column on G723/CMA for each Contractor.

If the Construction Manager does not agree with the amounts requested by any Contractor, the Construction Manager should note the corrected amount in an appropriate location on G723/CMA. (On the underlying G702/CMA forms, the Construction Manager should initial any figures changed to conform to the amounts certified and attach an explanation.)

One column should be completed for each application period for each Contractor involved in the Project whether or not any amount is due the particular Contractor for the period in question. Each page should be summarized horizontally and all pages summarized once to provide Project totals.

Project totals should be transferred to AIA Document G722/CMA, Project Application and Project Certificate for Payment.

AIA Document G702/CMA, with G703, Continuation Sheet, from each of the Contractors should be attached to the G723/CMA and submitted along with G722/CMA to the Architect for review and appropriate action.

E. MAKING PAYMENT

The Owner should make payment directly to the individual Contractors based on the amounts certified by the Construction Manager and Architect on AIA Document G722/CMA, Project Application and Certificate for Payment. The Contractors' names and addresses will be contained on the attached, completed G702/CMA forms, Application and Certificate for Payment, Construction Manager-Adviser Edition, upon which the information on G722/CMA is based. Payment should not be made to any other party unless specifically indicated on G702/CMA.

PROJECT APPLICATION AND PROJECT CERTIFICATE FOR PAYMENT

AIA DOCUMENT G722/CMA (Instructions on reverse side)

PAGE ONE OF PAGES

TO OWNER:

PROJECT:

APPLICATION NO.:

PERIOD TO:

PROJECT NOS.:

Distribution to:

☐ OWNER

☐ CONSTRUCTION
MANAGER

☐ ARCHITECT

☐

ATTENTION:

PROJECT APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Project. Project Application Summary, AIA Document G723/CMA, is attached.

1. **TOTAL CONTRACT SUMS** (Item A Totals) \$ _____
2. **Total net changes by Change Orders**
(Item B Totals) \$ _____
3. **TOTAL CONTRACT SUM TO DATE** (Item C Totals) \$ _____
4. **TOTAL COMPLETED & STORED TO DATE**
(Item F Totals) \$ _____
5. **RETAINAGE** (Item H Totals) \$ _____
6. **LESS PREVIOUS TOTAL PAYMENTS**
(Item I Totals) \$ _____
7. **CURRENT PAYMENT DUE** (Item J Totals) \$ _____

The undersigned Construction Manager certifies that to the best of the Construction Manager's knowledge, information and belief this Project Application for Payment is an accurate compilation of the Contractors' Applications for Payment, attached hereto.

CONSTRUCTION MANAGER:

By: _____ Date: _____

State of:

County of:

Subscribed and sworn to before
me this _____ day of _____

Notary Public:

My Commission expires:



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G722/CMA-1992

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PROJECT CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this Application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractors are entitled to payment of the AMOUNTS CERTIFIED.

TOTAL OF AMOUNTS CERTIFIED\$ _____

CONSTRUCTION MANAGER:

By: _____ Date: _____

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNTS CERTIFIED are payable only to the Contractors named in AIA Document G723/CMA, attached. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or the Contractors under their Contracts.

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INSTRUCTION SHEET

AIA DOCUMENTS G722/CMa and G723/CMa

A. GENERAL INFORMATION

1. Purpose

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2. Related Documents

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B. CHANGES FROM THE PREVIOUS EDITION

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C. COMPLETING THE G722/CMa FORM

After the Construction Manager has completed AIA Document G723/CMa, Project Application Summary, summary information should be transferred to the G722/CMa form.

The Construction Manager should submit the completed G722/CMa, together with G723/CMa and a separate G702/CMa Application and Certificate for Payment, Construction Manager-Adviser Edition, and G703, Continuation Sheet, from each Contractor, to the Architect.

The Construction Manager and Architect should review the G722/CMa, G723/CMa, G702/CMa and G703, and, if they find the forms acceptable, complete the Project Certificate for Payment on G722/CMa, *as well as the certification on each G702/CMa submitted by the Contractors.*

The completed forms should be forwarded to the Owner. The Owner will make payment directly to each Contractor based on the amount due each as noted in Line I of G723/CMa.

D. COMPLETING THE G723/CMa FORM

Each Contractor on the Project will have completed and signed AIA Document G702/CMa, Application and Certificate for Payment, Construction Manager-Adviser Edition, and forwarded it to the Construction Manager. The Construction Manager will review each Contractor's Application for Payment and, if it is acceptable, will complete one column on G723/CMa for each Contractor.

If the Construction Manager does not agree with the amounts requested by any Contractor, the Construction Manager should note the corrected amount in an appropriate location on G723/CMa. (On the underlying G702/CMa forms, the Construction Manager should initial any figures changed to conform to the amounts certified and attach an explanation.)

One column should be completed for each application period for each Contractor involved in the Project whether or not any amount is due the particular Contractor for the period in question. Each page should be summarized horizontally and all pages summarized once to provide Project totals.

Project totals should be transferred to AIA Document G722/CMa, Project Application and Project Certificate for Payment.

AIA Document G702/CMa, with G703, Continuation Sheet, from each of the Contractors should be attached to the G723/CMa and submitted along with G722/CMa to the Architect for review and appropriate action.

E. MAKING PAYMENT

The Owner should make payment directly to the individual Contractors based on the amounts certified by the Construction Manager and Architect on AIA Document G722/CMa, Project Application and Certificate for Payment. The Contractors' names and addresses will be contained on the attached, completed G702/CMa forms, Application and Certificate for Payment, Construction Manager-Adviser Edition, upon which the information on G722/CMa is based. Payment should not be made to any other party unless specifically indicated on G702/CMa.

PROJECT APPLICATION SUMMARY

AIA DOCUMENT G723/CMa (Instructions on reverse side)

PAGE . OF PAGES

A separate AIA Document G702/CMa, APPLICATION

AND CERTIFICATE FOR PAYMENT, for each

Contractor's signed Certification is attached.

APPLICATION NO.:

APPLICATION DATE:

PERIOD FROM:

TO:

PROJECT NOS.:

In tabulations below, amounts are stated to the nearest dollar.

CONTRACTOR'S NAME							TOTALS FOR THIS PAGE OR ALL PAGES
PORTION OF WORK							
A ORIGINAL CONTRACT SUM							
B NET CHANGE ORDERS TO DATE							
C CONTRACT SUM TO DATE							
D WORK IN PLACE TO DATE							
E STORED MATERIALS (Not in D or I)							
F TOTAL COMPLETED & STORED TO DATE (D + E)							
G RETAINAGE PERCENTAGE							
H RETAINAGE AMOUNT							
I PREVIOUS PAYMENTS							
J CURRENT PAYMENT DUE (F - H - I)							
K BALANCE TO FINISH (C - F)							
L PERCENT COMPLETE (F ÷ C)							



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G723/CMa-1992

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AIA DOCUMENT G805

List Subcontractors and others proposed to be employed on the above Project as required by the bidding documents.
(To be filled out by the Contractor and returned to the Architect.)

[illegible]

PAGE 1 OF 2

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Figure 1. The effect of the concentration of the *Agrobacterium* suspension on the transformation efficiency of *Agrobacterium* strains. The concentration of the *Agrobacterium* suspension was 10⁶ cells/ml (A), 10⁷ cells/ml (B), 10⁸ cells/ml (C), and 10⁹ cells/ml (D). The concentration of the *Agrobacterium* suspension was 10⁶ cells/ml (A), 10⁷ cells/ml (B), 10⁸ cells/ml (C), and 10⁹ cells/ml (D). The concentration of the *Agrobacterium* suspension was 10⁶ cells/ml (A), 10⁷ cells/ml (B), 10⁸ cells/ml (C), and 10⁹ cells/ml (D).

[illegible]