

AIA[®] Document B201[™] – 2017

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

for the following PROJECT:

{Revised: October 2019}

(Name and location or address)

THE OWNER:

(Name, legal status (Name and address))

Case Western Reserve University
10900 Euclid Avenue
Cleveland, Ohio 44106-7228

THE ARCHITECT/ENGINEER:

(Name, legal status (Name and address))

THE AGREEMENT

This Standard Form of ~~Architect's-Engineer's~~ Services is part of the accompanying ~~Owner-Architect-Owner-Engineer~~ Agreement (hereinafter, together referred to as the Agreement) dated the day of in the year .
(In words, indicate day, month and year.)

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ARTICLE 1 — INITIAL INFORMATION

ARTICLE 1 INITIAL PROJECT INFORMATION

§ 1.1 The Agreement is based on the ~~Initial Information set forth in this Section 1.1.~~ following Initial Information.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

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

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

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§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

§ 1.1.2 The Project's physical characteristics:

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

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

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

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

- .1 Design phase milestone dates, if any:

- .2 Construction commencement date:

- .3 Substantial Completion date or dates:

- .4 Other milestone dates:

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

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

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

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

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

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

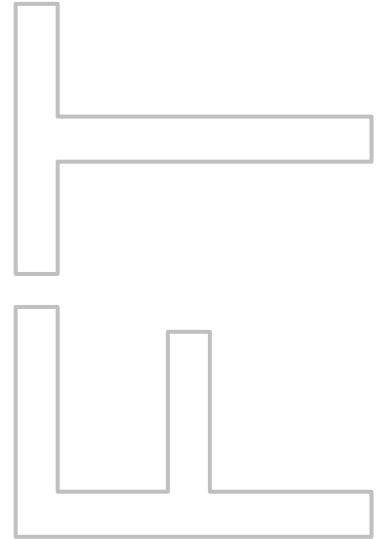
(List name, address, and other contact information.)

§ 1.1.8 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

.2 Civil Engineer:

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)



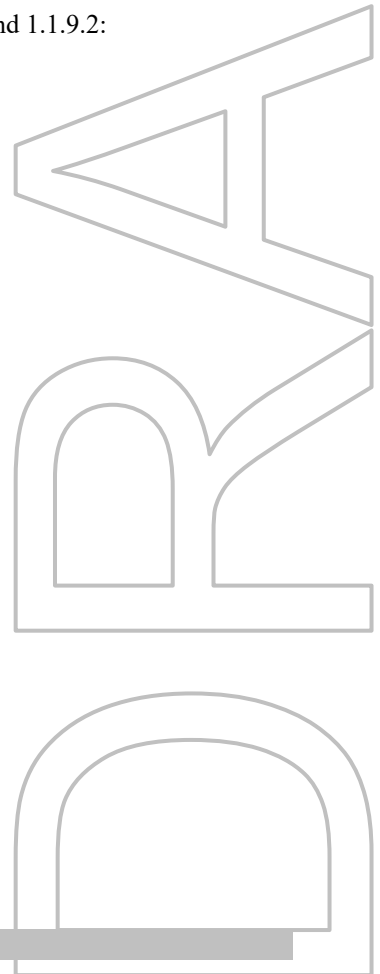
§ 1.1.9 The ~~Architect-Engineer~~ shall retain the consultants identified in Sections 1.1.9.1 and 1.1.9.2:
(List name, legal status, address, and other contact information.)

§ 1.1.9.1 Consultants retained under Basic Services:

.1 Structural Engineer:

.2 Mechanical Engineer:

.3 Electrical Engineer:



§ 1.1.9.2 Consultants retained under ~~Supplemental~~ Additional Services:

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

§ 1.2 The Owner and ~~Architect-Engineer~~ may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the ~~Architect-Engineer~~ shall appropriately adjust the schedule, the ~~Architect's-Engineer's~~ services, schedule for the ~~Architect's-Engineer's~~ services, and the ~~Architect's-Engineer's~~ compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information. Information, provided that Engineer notifies Owner in writing within ten (10) days of the occurrence of the material change with sufficient information for Owner to assess whether a material change has occurred.

ARTICLE 2 — SCOPE OF ARCHITECT'S BASIC SERVICES

ARTICLE 2 SCOPE OF ENGINEER'S BASIC SERVICES

§ 2.1 The ~~Architect's-Engineer's~~ Basic Services consist of those described in this Article 2 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 2 are Supplemental or Additional Services.

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

§ 2.1.2 The ~~Architect-Engineer~~ shall coordinate its services with those services provided by the Owner and the Owner's consultants. The ~~Architect-Engineer~~ shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The ~~Architect-Engineer~~ shall provide prompt written notice to the Owner if the ~~Architect-Engineer~~ becomes aware of any error, omission, or inconsistency in such services or information.

§ 2.1.3 As soon as practicable after the date of the Agreement, ~~the Architect but no longer then 15 days after the date hereof~~ the Engineer shall submit for the Owner's approval a schedule for the performance of the ~~Architect's Engineer's~~ services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the ~~Architect-Engineer~~ or Owner. With the Owner's approval, the ~~Architect-Engineer~~ shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 2.1.4 ~~The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's-Engineer shall not be responsible for damages resulting directly and solely from an Owner's directive or substitution made or given without the Engineer's written approval.~~

§ 2.1.5 The ~~Architect-Engineer~~ shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The ~~Architect-Engineer~~ shall respond to applicable design requirements imposed by those authorities and entities.

§ 2.1.6 The ~~Architect-Engineer~~ shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 2.1.7 The Engineer shall prepare all design and construction documents in accordance with Owner's Standard AutoCAD Documentation attached to the Agreement as Exhibit C thereto, pages 1 thru 9.

§ 2.1.8 The Engineer shall comply with all laws, codes, and regulations applicable to the Engineer's Services hereunder (including Basic Services and Additional Services) in accordance with the standard of care set forth in Section 1.2 of the AIA B102-2017 as modified by the Owner.

§ 2.2 SCHEMATIC DESIGN PHASE SERVICES

§ 2.2.1 The ~~Architect-Engineer~~ shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the ~~Architect's services.~~Owner.

§ 2.2.2 The ~~Architect-Engineer~~ shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, ~~Project site, site (includes site conditions)~~, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The ~~Architect-Engineer~~ shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 2.2.3 The ~~Architect-Engineer~~ shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of ~~the Project. The Architect-the Project, including the feasibility of incorporating environmentally responsible design approaches consistent with Owner's Sustainability Objective.~~ The ~~Engineer~~ shall reach an understanding with the Owner regarding the requirements of the Project.

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

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

§ 2.2.5.1 The ~~Architect-Engineer~~ shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. ~~The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 3.1.1.~~

§ 2.2.5.2 The ~~Architect-Engineer~~ shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

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

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

§ 2.3 DESIGN DEVELOPMENT PHASE SERVICES

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

§ 2.3.2 The ~~Architect-Engineer~~ shall update the estimate of the Cost of the Work prepared in accordance with Section 5.3.

§ 2.3.3 The ~~Architect-Engineer~~ shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 2.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 2.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the ~~Architect-Engineer~~ shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and

Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and ~~Architect-Engineer~~ acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the ~~Architect-Engineer~~ shall review in accordance with Section 2.6.4.

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

§ 2.4.3 During the development of the Construction Documents, the ~~Architect-Engineer~~ shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The ~~Architect-Engineer~~ shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 2.4.4 The ~~Architect-Engineer~~ shall update the estimate for the Cost of the Work prepared in accordance with Section 5.3.5.3 if requested by the Owner.

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

§ 2.5 PROCUREMENT PHASE SERVICES

§ 2.5.1 General

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

§ 2.5.2 Competitive Bidding

§ 2.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 2.5.2.2 ~~The Architect-Engineer~~ If requested by the Owner the ~~Engineer~~ shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders, including maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 2.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the ~~Architect-Engineer~~ shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 2.5.3 Negotiated Proposals

§ 2.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 2.5.3.2 ~~The Architect-Engineer~~ If requested by the Owner the ~~Engineer~~ shall assist the Owner in obtaining proposals by:

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

§ 2.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect Engineer shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 2.6 CONSTRUCTION PHASE SERVICES

§ 2.6.1 General

§ 2.6.1.1 The Architect Engineer shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™ 2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201 2017, those modifications shall not affect the Architect's services under the Agreement unless the Owner and the Architect amend the Agreement. A201™ 2007, General Conditions as modified by the Owner and attached to the Agreement as Exhibit A thereto.

§ 2.6.1.2 The Architect Engineer shall be a representative of and shall advise and consult with the Owner during the Construction Phase Services. The Architect Engineer shall have authority to act on behalf of the Owner only to the extent provided in the Agreement. The Architect Engineer shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect Engineer be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect Engineer shall be responsible for the Architect's Engineer's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 2.6.1.3 Subject to Section 3.2 and except as provided in Section 2.6.6.5, the Architect's Engineer's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues Owner approves the final Certificate for Payment.

§ 2.6.2 Evaluations of the Work

§ 2.6.2.1 The Architect shall Engineer, as a representative of the Owner, will visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 3.2.3, to become ~~generally familiar with~~ familiar with, and keep the Owner informed about, the progress and quality of the portion of the Work completed, ~~and to determine, in general, to endeavor to guard the Owner against defects and deficiencies in the Work and to determine,~~ if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect Engineer shall not be required to make ~~exhaustive or continuous~~ on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect Engineer shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 2.6.2.2 The Architect Engineer has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect Engineer considers it necessary or advisable, the Architect Engineer shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect Engineer nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect Engineer to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

§ 2.6.2.4 Interpretations and decisions of the Architect Engineer shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect Engineer shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's Engineer's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 2.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, ~~the Architect~~ A201-2007, the Engineer shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 2.6.3 Certificates for Payment to Contractor

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

§ 2.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the ~~Architect-Engineer~~ has (1) made ~~exhaustive or~~ continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

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

§ 2.6.4 Submittals

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

§ 2.6.4.2 The ~~Architect-Engineer~~ shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's responsibility (unless such information is essential under the design concept expressed in the Contract Documents). The Engineer's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The ~~Architect's-Engineer's~~ approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

§ 2.6.4.4 Subject to Section 3.2, the ~~Architect-Engineer~~ shall review and respond to requests for information about the Contract Documents. The ~~Architect-Engineer~~ shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The ~~Architect's-Engineer's~~ response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the ~~Architect shall prepare~~ Engineer shall prepare replace,

reproduce and redistribute and issue supplemental Drawings and Specifications in response to the requests for information.

§ 2.6.4.5 The ~~Architect-Engineer~~ shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 2.6.5 Changes in the Work

§ 2.6.5.1 The ~~Architect-Engineer~~ may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 3.2, the ~~Architect-Engineer~~ shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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

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

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

§ 2.6.6 Project Completion

§ 2.6.6.1 The ~~Architect-Engineer~~ shall:

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

§ 2.6.6.2 ~~The Architect's-Engineer's~~ inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

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

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

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

ARTICLE 3 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 3.1 SUPPLEMENTAL SERVICES

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

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

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

§ 3.1.2 Description of Supplemental Services

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

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

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

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

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

§ 3.2 ~~ARCHITECT'S ADDITIONAL SERVICES~~ ENGINEER'S ADDITIONAL SERVICES

The ~~Architect-Engineer~~ may provide Additional Services after execution of the Agreement without invalidating the Agreement. Except for services required due to the fault of the ~~Architect-Engineer~~, any Additional Services provided in accordance with this Section 3.2 shall entitle the ~~Architect-Engineer~~ to compensation pursuant to Section 6.3 and an appropriate adjustment in the ~~Architect's-Engineer's~~ schedule.

§ 3.2.1 Upon recognizing the need to perform the following Additional Services, the ~~Architect-Engineer~~ shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The ~~Architect-Engineer~~ shall not proceed to provide the following Additional Services until the ~~Architect-Engineer~~ receives the Owner's written authorization:

- .1 Services necessitated by a material change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the ~~Architect-Engineer~~ is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the ~~Architect-Engineer~~.

§ 3.2.2 To avoid delay in the Construction Phase, the ~~Architect-Engineer~~ shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the ~~Architect's-Engineer's~~ notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt ~~written~~ notice to the ~~Architect-Engineer~~ of the Owner's determination. The Owner shall compensate the ~~Architect-Engineer~~ for the services provided prior to the ~~Architect's~~ receipt of the ~~Owner's-Engineer's~~ receipt of the Owner's notice but shall have no further obligation to compensate Engineer for services provided after Engineer's receipt of such notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the ~~Architect-Engineer~~;

- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

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

- .1 ~~two~~ (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 ~~()~~ visits ~~Visits to the site by the Architect during construction~~ ~~Engineer during construction, as required to support project~~
- .3 ~~two~~ (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 ~~()~~ ~~two~~ (2) inspections for any portion of the Work to determine final completion

§ 3.2.4 Except for services required under Section 2.6.6.5 and those services that do not exceed the limits set forth in Section 3.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the ~~Architect-Engineer~~ incurs additional cost in providing those Construction Phase Services.

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

ARTICLE 4 OWNER'S RESPONSIBILITIES

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

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

§ 4.3 ~~The-Unless otherwise provided in this Agreement the~~ Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

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

§ 4.5 ~~The~~ Unless otherwise provided in this Agreement the Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

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

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

§ 4.8 The Owner shall include the ~~Architect-Engineer~~ Architect-Engineer in all communications with the Contractor that relate to or affect the ~~Architect's-Engineer's~~ Architect-Engineer's services or professional responsibilities. The Owner shall promptly notify the ~~Architect-Engineer~~ Architect-Engineer of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the ~~Architect's-Engineer's~~ Architect-Engineer's consultants shall be through the ~~Architect-Engineer~~ Architect-Engineer.

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

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

ARTICLE 5 COST OF THE WORK

§ 5.1 For purposes of the Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the ~~Architect-Engineer~~ Architect-Engineer and shall include contractors' general conditions costs, overhead ~~and profit~~ and profit based on current market rates of labor and materials and as defined in the AIA Document A201-2007, General Conditions of the Contract for Construction, as modified by Owner attached to the Agreement as Exhibit A thereto. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the ~~Architect-Engineer~~ Architect-Engineer; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 5.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 4.1, 5.4 and 5.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the ~~Architect-Engineer~~ Architect-Engineer, represent the ~~Architect's-Engineer's~~ Architect-Engineer's judgment as a design professional. It is recognized, however, that neither the ~~Architect-Engineer~~ Architect-Engineer nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the ~~Architect-Engineer~~ Architect-Engineer cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the ~~Architect-Engineer~~ Architect-Engineer.

§ 5.3 In preparing estimates of the Cost of Work, the ~~Architect-Engineer~~ Architect-Engineer shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The ~~Architect's-Engineer's~~ Architect-Engineer's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the ~~Architect-Engineer~~ Architect-Engineer shall provide such an estimate, if identified as the ~~Architect's-Engineer's~~ Architect-Engineer's responsibility in Section 3.1.1, as a Supplemental Service.

§ 5.4 If, through no fault of the ~~Architect-Engineer~~ Architect-Engineer, the Procurement Phase has not commenced within ~~90-180~~ 90-180 days after the ~~Architect-Engineer~~ Architect-Engineer submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction ~~market-market~~ market-market, upon written direction by the ~~Owner~~ Owner.

§ 5.5 If at any time the ~~Architect's-Engineer's~~ estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the ~~Architect-Engineer~~ shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the ~~Architect-Engineer~~ in making such adjustments.

§ 5.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall engage one or more of the following options:

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 5.5 of AIA Document B102™-2017;
- .4 in consultation with the ~~Architect-Engineer~~, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 5.7 If the Owner chooses to proceed under Section 5.6.4, the ~~Architect-Engineer~~, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 5.6.1. If the Owner requires the ~~Architect-Engineer~~ to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the ~~Architect-Engineer~~ could not reasonably anticipate, the Owner shall compensate the ~~Architect-Engineer~~ for the modifications as an Additional Service pursuant to Section 6.3; otherwise the ~~Architect's-Engineer's~~ services for modifying the Construction Documents shall be without additional compensation. In any event, the ~~Architect's-Engineer's~~ modification of the Construction Documents shall be the limit of the ~~Architect's-Engineer's~~ responsibility under this Article 5.

ARTICLE 6 COMPENSATION

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

- ~~.1 Stipulated Sum
(Insert amount)~~
- ~~.2 Percentage Basis
(Insert percentage value)

■ (■) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 6.6.~~
- ~~.3 Other
(Describe the method of compensation)~~

The Owner shall compensate the Engineer for the Engineer's Basic Services as set forth in Article 6 of the Agreement.

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

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

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

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

Schematic Design Phase		percent (_____ %)
Design Development Phase		percent (_____ %)
Construction Documents Phase		percent (_____ %)
Procurement Phase		percent (_____ %)
Construction Phase		percent (_____ %)
Total Basic Compensation	one hundred	percent (100 %)

§ 6.6 When compensation identified in Section 6.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 6.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect-Engineer shall be entitled to compensation in accordance with the Agreement for all services performed whether or not the Construction Phase is commenced.

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

Employee or Category	Rate (\$0.00)

**§ 6.8 INITIAL PAYMENT TO THE ARCHITECT FOR SUSTAINABILITY CERTIFICATION
INITIAL PAYMENT TO THE ENGINEER FOR SUSTAINABILITY CERTIFICATION**

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

ARTICLE 7 ATTACHMENTS AND EXHIBITS

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