

# DRAFT AIA<sup>®</sup> Document B201<sup>™</sup> – 2007

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

***This AIA Document B201 – 2007 has been revised with 2008 Arizona Modifications and approved by the Arizona Attorney General's Office.***

for the following PROJECT:  
(Name and location or address)

«Re-Test of Templates»  
« »

THE OWNER:  
(Name and address)

« »« »  
« »

THE ARCHITECT:  
(Name and address)

« »« »  
« »

### THE AGREEMENT

This Standard Form of Architect's Services is part of or modifies the accompanying Owner-Architect Agreement (hereinafter, the Agreement) dated the « » day of « » in the year « »  
(In words, indicate day, month, and year.)

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### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in Article 1 and in Exhibit A, Initial Information:  
(Complete Exhibit A, Initial Information and incorporate it into this services document at Section 7.1, or state below Initial Information such as details of the Project's site and

#### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

This document provides the Architect's scope of services only and must be used with an owner-architect agreement. It may be used with AIA Document B102<sup>™</sup>-2007, Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services, to provide the Architect's sole scope of services, or with B102 in conjunction with other standard form services documents. It may also be used with G802<sup>™</sup>-2007, Amendment to the Professional Services Agreement, to create a modification to any owner-architect agreement.

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program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

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

.1 Commencement of construction date:

<< >>

.2 Substantial Completion date:

<< >>

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

## ARTICLE 2 SCOPE OF ARCHITECT'S BASIC SERVICES

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

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

§ 2.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 2.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. *When approved by the Owner, the schedule shall be attached to and become a part of this agreement.* With the Owner's approval, the Architect 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 made without the Architect's approval.

§ 2.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 2.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility *to file all documents and obtain all permits necessary* for the approval of *the project by the* governmental authorities having jurisdiction over the Project. *The owner will lend needed assistance and pay permit and other fees.*

### § 2.2 SUPPORTING SERVICES

§ 2.2.1 *Unless specifically designated in Article 3, the services in this Article 2.2 shall be provided by the Architect.*

*§ 2.2.2 Unless already available or otherwise specified in Article 3, the Owner shall reimburse the Architect for the reasonable cost of obtaining the following information with appropriate Professional recommendations from a Land Surveyor, Geotechnical Engineer, or Material Testing Engineer selected by and employed by the Architect, provided the cost was approved by the Owner in writing before it was incurred.*

- .1 Survey of Site Conditions. A complete and accurate survey of the building site and improvements showing the grades and lines of streets, pavements, and adjoining properties, contours of the building site, and full information as to sewer, water, gas electrical service, telephone lines, or other utilities; and*
- .2 Report on Subsurface Investigations. Test boring or test pits and chemical, mechanical, laboratory, or other tests; and*
- .3 Additional subsoil investigation, reports, tests, and engineering data that are required by good construction practices; and*
- .4 All other tests deemed necessary by the Architect.*

*§ 2.2.3 Any required surveying, geotechnical and material testing service performed under this Agreement is performed for the administrative convenience and benefit of the Owner. The Architect shall be entitled to rely upon the accuracy and completeness of the services, information, surveys, and reports furnished by the Owner or required by Section 2.2.2, and the Owner shall be considered the third party beneficiary of all contracts between the Architect and the surveying, geotechnical, and materials testing consultants, and the Owner shall have the right to enforce the duties of consultants under those contracts and requires those consultants to fully comply with Section 2.2.2 and to carry professional liability insurance at the same or greater policy limits as the Owner required of the Architect. The Owner agrees to look to the surveying, geotechnical, and materials testing consultants for any and all claims and liabilities arising from the performance of the surveying, geotechnical, and materials testing services. The Architect shall require all consultants to carry insurance coverage and to furnish the Architect with certificates of insurance for those coverages.*

### **§ 2.3 EVALUATION AND PLANNING SERVICES**

*§ 2.3.1 The Architect shall provide a preliminary evaluation of the information furnished by the Owner under this Agreement, including the Owner's program and schedule requirements and budget for the Cost of the Work, each in terms of the other. The Architect shall review such information to ascertain that it is consistent with the requirements of the Project and shall notify the Owner of any other information or consultant services that may be reasonably needed for the Project. Within five business days following completion of the evaluation, the Architect may reject the Owner's program as unrealistic in light of the budget for the Cost of the Work. In this event, this Agreement shall terminate without further obligation or penalty to either party. If the Architect does not reject the Owner's program within this time, the Architect shall be deemed to have accepted the Program and the Cost of the Work and agrees to design the Project until it can be awarded pursuant to Section 5.6.*

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

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

### **§ 2.4 DESIGN SERVICES**

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

*§ 2.4.2 Nothing in this Agreement shall be construed as placing any obligation on the Owner or creating any right for the Architect to proceed with any phase beyond the latest phase authorized in writing by the Owner.*

*§ 2.4.3 The Architect agrees to use ordinary skill, care, and diligence to provide plans and specifications adequate and sufficient for the proper construction of the Project.*

## § 2.5 SCHEMATIC DESIGN PHASE SERVICES

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

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

§ 2.5.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, *along with a statement of probably costs* including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

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

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

§ 2.5.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 3.

§ 2.5.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work. *The life cycle cost analysis requirements of A.R.S. § 34-452, for the energy conservation and equipment selection, shall be incorporated in the design of the Project.*

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

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

## § 2.6 DESIGN DEVELOPMENT PHASE SERVICES

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

§ 2.6.1.1 *The Architect shall prepare Drawings as follows:*

.1 *The Drawings shall show existing topographic features and improvements affecting or relating to the proposed Work. The Architect shall indicate revisions to be made to existing topographic features and improvements, such as grading and construction of drainage facilities. Where drainage facilities are to be*

provided, Architect shall indicate the direction of flow and point of discharge by appropriate symbols or notes.

.2 Drawings showing developed floor plans, proposed finished floor elevations, floor and roof framing, typical wall section, exterior elevations showing proposed floor-to-floor heights, and basic details of any unusual features of construction shall be prepared.

.3 Basic information necessary to establish space requirements and functional arrangements shall be shown.

.4 The functional layout of mechanical, electrical and electronic features, special equipment, plumbing, and heating shall be furnished and shown to include, where applicable.

.5 Location of major heating ventilating and air conditioning units.

.6 General scale layout of equipment, showing space requirements and auxiliary equipment proposed.

.7 Location and approximate size of special equipment to be installed, such as compressors, generators, transformers, electronic equipment racks, consoles, panels, distributing frames, elevators, hoists, and cranes.

.8 The location, dimension, sections, areas, and capacities applicable to features, such as parking areas, access roads, driveways, and walks, shall be illustrated.

.9 The location and size of existing and proposed storm and sanitary sewers, water mains, gas mains, and electrical services as needed for the construction of the Project, as well as elevations of gravity lines and the location of proposed building connections with notations showing which of the necessary utility extensions or connections will be provided by others.

.10 Conceptual description for each electronic or instrumentation system shall be shown for all system functions.

.11 A written evaluation and equipment life cycle cost analysis of the solar energy and energy conservation features to the extent required by A.R.S. § 34-452.

**§ 2.6.1.2** Outline Specifications and Budget for the Cost of the Work shall be developed by the Architect based on the Construction Specifications Institute's Master format numbering system.

**§ 2.6.1.3** The Budget for the Cost of the Work furnished in this phase shall be calculated by the Architect based on the Drawings and the Outline Specifications for this phase of the Project.

**§ 2.6.1.4** Upon completion of the Design Development Phase, the Architect shall submit to the Owner the Design Development Documents, including Outline Specifications, Drawings, and the statement of the revised Cost of the Work, together with any other material or documents necessary for demonstrating the design of the Project.

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

**§ 2.6.3** The Architect shall submit the Design Development documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval. After the Owner accepts the Construction Documents and the latest statement of the Cost of the Work, the Architect shall assemble the Construction Documents. Such acceptance shall not constitute approval of the adequacy of the Construction Documents and shall not relieve the Architect of the responsibility for design deficiencies, errors, or omissions.

## **§ 2.7 CONSTRUCTION DOCUMENTS PHASE SERVICES**

**§ 2.7.1** Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the

further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 2.9.4.

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

§ 2.7.3 The Architect 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.

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

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

## § 2.8 BIDDING OR NEGOTIATION PHASE SERVICES

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

### § 2.8.2 COMPETITIVE BIDDING

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

§ 2.8.2.2 The Architect shall prepare and submit to the Owner a pre-bid Construction Schedule in form and sufficient detail, appropriate to the size, complexity, and Scope of the Project, to show the completion of minor phases. The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 attending a pre-bid conference for prospective bidders; conducting the site visit
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the Owner for distribution to all prospective bidders in the form of addenda; and

..

§ 2.8.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare addenda identifying approved substitutions to all prospective bidders. The Architect shall assist the Owner in bid validation or proposal evaluation and determination of the successful bid or proposal and shall prepare for the Owner a recommendation of the lowest responsive, responsible bidder.

### § 2.8.3 NEGOTIATED PROPOSALS

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

§ 2.8.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 participating in selection interviews with prospective contractors; and
- .2 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 2.8.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare addenda identifying approved substitutions.

## § 2.9 CONSTRUCTION PHASE SERVICES

### § 2.9.1 GENERAL

§ 2.9.1.1 The construction phase shall commence with the award of the Construction Contract and end when the Project has been finally completed and the 11<sup>th</sup> month warranty report has been submitted to the Owner and the Contractor. The Architect shall provide administration of the Contract between the Owner and the Contractor as set

forth below and in the latest edition of AIA Document A201–2007, General Conditions of the Contract for Construction with Arizona Modifications approved by the Office of the Attorney General as of the date of this agreement. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

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

### § 2.9.1.3

### § 2.9.2 EVALUATIONS OF THE WORK

§ 2.9.2.1 The Architect, as a representative of the Owner, shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 3.3.3, to observe and become generally familiar with the progress and quality of the portion of the Work completed, 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. Such observation shall include, unless otherwise specified, the general administration of the Construction Contract; the approval of Certificates of Payment; the general inspection and approval of materials, equipment, and apparatus incorporated in the Work; observation of construction and inspection of the Work, including required special inspections. General administration of the Construction Contract means the performance of all acts, services, and responsibilities described or referred to in this Agreement to be performed by the Architect and the exercise of all acts, powers, and responsibilities of the Architect as described or referred to in the Interlineated General Conditions. On the basis of the site visits the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 2.9.2.1.1 The Architect shall conduct a pre-construction conference with the Contractor and shall take and distribute to the Owner and Contractor written minutes of the pre-construction conference.

§ 2.9.2.1.2 The Architect shall conduct job progress meetings, which shall be held on a periodic basis appropriate to the size, the complexity, and Scope of the Project, at which time the Contractor and the Architect shall discuss and resolve such matters as procedures, job progress, construction problems, scheduling, or other matters relating to the timely and successful completion of the Project in accordance with the Contract requirements. Additional special job site meetings, when deemed necessary by the Architect, shall be held as scheduled by the Architect. The Architect shall take and distribute within three business days to the Owner and Contractor written minutes of all project meetings with the Contractor.

§ 2.9.2.1.3 The Architect shall keep the Owner fully and promptly informed of the Contractor’s failure to carry out the Work in accordance with the Contract Documents. The Architect shall keep the Owner informed at least monthly, by written report, of the progress and quality of the Work. The on-site visits by the Architect shall be supplemented by a member of the appropriate architectural or engineering discipline and specialty according to the status of the Work and may vary with the progress of Work unless otherwise specified in Appendix A. A structural engineer shall periodically observe the construction of all projects having three or more floors.

§ 2.9.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the

Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 2.9.2.3 The Architect 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 response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

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

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

§ 2.9.2.6 *The duty of the Architect to perform Construction Phase services is neither satisfied nor affected in any respect by the presence on the site of any other agent, consultant, or employee of the Owner.*

§ 2.9.2.7 *If the Contractor fails to comply with the orders of the Architect, the Architect by notification to the Contractor may stop all or any specified portion(s) of the Work for up to 24 hours. Thereafter, if the Architect believes the stoppage should continue, the Architect shall so advise the Owner and obtain the Owner's written order of stoppage.*

§ 2.9.2.8 *In the event that any condition or event occurs justifying (1) stoppage of Work that cannot be resolved or (2) termination of the Construction Contract for cause, the Architect shall advise the Owner and at the Owner's direction shall deliver notice to the Contractor setting for the alleged condition or event and demanding compliance with the Contract. Unless within seven days after receipt of such notice such condition or event has been corrected or satisfactory arrangements for correction have been made, the Architect shall advise the Owner in writing of the Contractor's default and shall recommend either the continuation of the stoppage or termination of the Contract with the Contractor. At the Owner's direction the Architect shall notify the Contractor and the surety of the default.*

### § 2.9.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 2.9.3.1 The Architect shall *determine* the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 2.9.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of results of subsequent tests and inspections *to minor deviations from the Contract Documents correctable* prior to completion, and to specific qualifications expressed by the Architect.

§ 2.9.3.2 *The Architect shall process and certify the Contractor's applications for payment thereof, within the time frames set forth in A.R.S. § 41-2577.*

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

### § 2.9.4 SUBMITTALS

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

§ 2.9.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data, Samples, and other required submissions of the Contractor. *Such general submissions shall be approved only if they are in*

conformance with the design concept of the Project and in compliance with the intent of the Contract Documents. Submissions of the Contractor shall be acted on and returned to the contractor within twenty days of receipt or within the time limit agreed upon between (1) the Architect and the Contractor, or, if such agreement cannot be reached (2) between the Architect and the Owner. If review and approval are not timely, the Architect shall notify the Contractor and the Owner in writing stating the reason for the delay. Resubmissions shall be acted on and returned to the Contractor within ten days. 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 designed by the Contractor, which are the Contractor's responsibility to the extent required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 2.9.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 2.9.4.4 Subject to the provisions of Section 3.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

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

## § 2.9.5 CHANGES IN THE WORK

§ 2.9.5.1 The Architect shall review and analyze all requests for Change Orders and Construction Change Directives, including all documents offered to substantiate such requests. The Architect shall require that no changes affecting Construction Cost or Contract Time may be made in the Work by any person without prior written consent of the Owner. The Architect may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents and shall inform the Owner of such approvals or directions in writing within five days. If necessary, the Architect shall prepare, reproduce, and distribute Drawings and Specifications to describe Work to be added, deleted, or modified.

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

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

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

### § 2.9.6 PROJECT COMPLETION

§ 2.9.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 2.9.6.2 Prior to final completion, the Architect shall obtain from the contractor the Record Drawings and a conformed copy of the specifications, prepared in accordance with AIA 201, Section 9.8.1 of the Interlineated General Conditions. These Drawings in reproducible form shall be transmitted to Owner prior to final completion. One set of record documents shall be provided to the Owner in an electronically readable form acceptable to the Owner.

§ 2.9.6.3 The Architect shall arrange for a final inspection and shall determine that all Work performed by the Contractor is in accordance with the requirements of the Contract Documents. If any Work is nonconforming, the Owner shall be notified of the deficiencies and of the probable cost of completing the Work in accordance with the Contract Documents.

§ 2.9.6.4 One month prior to the expiration of the twelve-month warranty period as provided in the Interlineated General Conditions, the Architect shall inspect the project for any deficiencies. Within then days following completion of inspection, a written report shall be furnished to the Owner and Contractor. The Architect shall provide the necessary information and directives to the Contractor to require that the noted deficiencies be corrected at no cost to the Owner.

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

§ 2.9.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

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

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

### ARTICLE 3 ADDITIONAL SERVICES

§ 3.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below and in Exhibit B as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 6.2.

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

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 3.2 below or in an exhibit attached to this document and identified below)
§ 3.1.1 Programming		
§ 3.1.2 Multiple preliminary designs		
§ 3.1.3 Measured drawings		

§ 3.1.4	Existing facilities surveys		
§ 3.1.5	Site Evaluation and Planning (B203™–2007)		
§ 3.1.6	Building information modeling		
§ 3.1.7	Civil engineering		
§ 3.1.8	Landscape design		
§ 3.1.9	Architectural Interior Design (B252™–2007)		
§ 3.1.10	Value Analysis (B204™–2007)		
§ 3.1.11	Detailed cost estimating		
§ 3.1.12	On-site project representation		
§ 3.1.13	Conformed construction documents		
§ 3.1.14	As-designed record drawings		
§ 3.1.15	As-constructed record drawings		
§ 3.1.16	Post occupancy evaluation		
§ 3.1.17	Facility Support Services (B210™–2007)		
§ 3.1.18	Tenant-related services		
§ 3.1.19	Coordination of Owner’s consultants		
§ 3.1.20	Telecommunications/data design		
§ 3.1.21	Security Evaluation and Planning (B206™–2007)		
§ 3.1.22	Commissioning (B211™–2007)		
§ 3.1.23	Extensive environmentally responsible design		
§ 3.1.24	LEED® Certification (B214™–2007)		
§ 3.1.25	Fast-track design services		
§ 3.1.26	Historic Preservation (B205™–2007)		
§ 3.1.27	Furniture, Finishings, and Equipment Design (B253™–2007)		

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

« »

§ 3.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 3.3 shall entitle the Architect to compensation pursuant to Section 6.3.

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner’s schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner’s request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .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 data for transmission to the Owner’s consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;

- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

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

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

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

- .1 « » ( « » ) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 « » ( « » ) visits to the site by the Architect over the duration of the Project during construction
- .3 « » ( « » ) 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. *All inspections required by the governing codes, shall be included if the building permit from a local jurisdiction is not secured.*
- .4 « » ( « » ) inspections for any portion of the Work to determine final completion

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

#### ARTICLE 4 OWNER'S RESPONSIBILITIES

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

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

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

§ 4.4 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.5 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

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

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

#### ARTICLE 5 COST OF THE WORK

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

§ 5.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 4.1, 5.4 and 5.5. *The preliminary estimate of the Cost of the Work may be based on current area, volume, or similar conceptual estimating techniques. As the design process progresses through the end of the preparation of the Construction Documents, the Architect shall update and refine the preliminary estimate of the Cost of the Work. The Architect shall advise the Owner of any adjustments to previous estimates of the Cost of the Work indicated by changes in Project requirements or general market conditions.*

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

§ 5.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the *Owner accepts the Construction Documents, redesign costs, not necessitated by Architect delay but caused by changes in the general level of prices in the applicable construction market shall be considered for additional compensation to the Architect.*

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

§ 5.6 If the Owner's 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 *may:*

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding of the Project within a reasonable time;

- .3 terminate in accordance with Section 5.5 of AIA Document B102–2007;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 5.7 If the Owner chooses to proceed under Section 5.6.4, the Architect, *at no additional cost to the Owner, shall redesign the Project maintaining substantial consistency with the Owner’s Program, as reasonably determined by the Owner, until a bona fide bid which does not exceed the Owner’s budget for the Cost of the Work is received. The redesign of the Project and the modification of Contract Documents shall be the limit of the Architect’s responsibility arising out of the requirement to receive a bona fide bid, which does not exceed the Cost of the Work.*

**ARTICLE 6 COMPENSATION**

§ 6.1 For the Architect’s Basic Services described under Article 2, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

« »

§ 6.2 For Additional Services designated in Section 3.1, the Owner shall compensate the Architect as follows: *(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

« »

§ 6.3 For Additional Services that may arise during the course of the Project, including those under Section 3.3, during the course of the Project, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

« »

§ 6.4 Compensation for Additional Services of the Architect’s consultants when not included in Section 6.2 or 6.3, shall be the amount invoiced to the Architect plus a fee of « » ( « » ), or as otherwise stated below:

« »

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

Schematic Design Phase	« »	percent (	« »	%)
Design Development Phase	« »	percent (	« »	%)
Construction Documents Phase	« »	percent (	« »	%)
Bidding or Negotiation Phase	« »	percent (	« »	%)
Construction Phase	« »	percent (	« »	%)
<b>Total Basic Compensation</b>	<b>one hundred</b>	<b>percent (</b>	<b>100</b>	<b>%)</b>

§ 6.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 6.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

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

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Employee or Category

Rate

ARTICLE 7 ATTACHMENTS AND EXHIBITS

The following attachments and exhibits, if any, are incorporated herein by reference:

(List other documents, if any, including Exhibit A, Initial Information, and any exhibits relied on in Section 3.1.)

Exhibit A, Initial Information

Exhibit B, Arizona Edition-Description of Services

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