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Professional Practice 544

AIA-B101 Owner - Architect Agreement

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AIA - B101 Standard Form of Agreement Between Owner and Architect (2017 ed.)*

ARTICLE 1 INITIAL INFORMATION

§ **1.1** This Agreement is based on the Initial Information set forth in this Section 1.1.

§ **1.1.1** The Owner's program for the Project:

§ **1.1.2** The Project's physical characteristics:

§ **1.1.3** The Owner's budget for the *Cost of the Work*, as defined in Section 6.1

§ 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:

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

§ 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 this Agreement to define the terms, conditions and services related to the Owner’s Sustainable Objective. If E204–2017 is incorporated into this agreement, *the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors* performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner’s identifies the following representative in accordance with Section 5.3

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

§ 1.1.9 The Owner shall retain the following consultants and contractors:

- .1 Geotechnical Engineer:
- .2 Civil Engineer:
- .3 Other, if any:

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:

§ 1.1.11 The Architect shall retain the consultants identified in 1.1.11.1 and 1.1.11.2.

§ 1.1.11.1 Consultants retained under *Basic Services*:

- .1 Structural Engineer:
- .2 Mechanical Engineer:
- .3 Electrical Engineer:

§ 1.1.11.2 Consultants retained under Supplemental Services:

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

§ 1.2 The Owner and Architect 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 shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect'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.

§ 1.3 *The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203TM-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.*

§ 1.3.1 *Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203TM-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202TM-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.*

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect *shall provide professional services as set forth in this Agreement*. The Architect represents that it is *properly licensed* in the jurisdiction where the Project is located to *provide the services required by this Agreement*, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall *perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances*. The Architect shall perform its services as expeditiously as is *consistent with such professional skill and care* and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

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

§ 2.5 The Architect *shall maintain the following insurance until termination of this Agreement*. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than (\$) for each occurrence and (\$) in the aggregate for bodily injury and property damage.

§ **2.5.2 Automobile Liability** covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than (\$) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ **2.5.3** The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability *through a combination of primary and excess or umbrella liability insurance*, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers

§ 2.5.4 *Workers' Compensation* at statutory limits.

§ 2.5.5 *Employers' Liability* with policy limits not less than (\$) each accident, (\$) each employee, and (\$) policy limit.

§ 2.5.6 *Professional Liability* covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide *certificates of insurance* to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include *usual and customary* structural, mechanical, and electrical engineering services. *Services not set forth in Article 3 are Supplemental of Additional Services.*

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

§ 3.1.2 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, 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 shall provide prompt written notice to the Owner *if the Architect becomes aware of any error, omission or inconsistency* in such services or information.

§ 3.1.3 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.* With the Owner's approval, the Architect shall adjust the schedule, if necessary as the Project proceeds until the commencement of construction.

§ 3.1.4 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 written approval.*

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Project, *the Architect shall respond to applicable design requirements imposed by those authorities and entities.*

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

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 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*.

§ 3.2.2 The Architect *shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, 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 *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.

§ 3.2.3 The Architect *shall present its preliminary evaluation to the Owner* and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect *shall reach an understanding with the Owner* regarding the requirements of the Project.

§ 3.2.4 Based on the Project 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.

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

§ 3.2.5.1 The Architect *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 4.1.1.*

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

§ 3.2.6 The Architect *shall submit to the Owner an estimate of the Cost of the Work* prepared in accordance with Section 6.3.

- (§ 6.1 *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 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; 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.)
- § 6.3 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 recommend reasonable adjustments in the program and scope of the Project; and to include design alternated as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. ...If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified in the Architect's responsibility in Section 4.1.1, as a Supplemental Service..)*

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

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect *shall prepare Design Development Documents for the Owner's approval*. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and *shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and 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.

§ 3.3.2 The Architect *shall update the estimate of the Cost of the Work* prepared in accordance with Section 6.3.

§ 3.3.3 The Architect *shall submit the Design Development documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.*

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect *shall prepare Construction Documents for the Owner's approval*. The Construction Documents *shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work*. The Owner and Architect 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 shall review* in accordance with Section 3.6.4.

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

§ 3.4.3 During the development of the Construction Documents, the Architect *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 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.

§ 3.4.4 The Architect *shall update the estimate for the Cost of the Work* prepared in accordance with Section 6.3.

§ 3.4.5 The Architect *shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.*

§ 3.5 PROCUREMENT PHASE SERVICES

§ 3.5.1 General 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; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

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

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- **.1** facilitating the distribution of Bidding Documents 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.

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

§ 3.5.3 NEGOTIATED PROPOSALS

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

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

- **.1** facilitation 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; and
- **.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.

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

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect *shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–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 this Agreement unless the Owner and the Architect amend this Agreement.

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

§ **3.6.1.3** Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide *Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.*

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall *visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents.* However, the Architect *shall not be required to make exhaustive or continuous on-site inspections* to check the quality or quantity of the Work. On the basis of the site visits, the Architect *shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and 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.*

§ 3.6.2.2 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 the 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, suppliers, their agents or employees or other persons or entities performing portions of the Work*.

§ 3.6.2.3 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.

§ 3.6.2.4 *Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings.* When making such interpretations and decisions, 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.

§ 3.6.2.5 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 shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.*

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, *to the best of the Architect's knowledge, information and belief*, the Work has progressed to the point indicated, 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) to 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.*

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

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

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. *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.*

§ 3.6.4.2 The Architect *shall review and approve or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.* 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 review *shall not constitute approval of safety precautions or, 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.*

§ 3.6.4.3 If the Contract Documents specifically require the *Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy*. The Architect *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 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 *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*.

§ 3.6.4.4 Subject to the Section 4.2, 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 the requests for information.

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

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 *The Architect 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 4.2, the Architect *shall prepare Change Orders and Construction Change Directives* for the Owner's approval and execution in accordance with the Contract Documents.

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

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect *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 knowledge, information and belief, the Work complies with the requirements of the Contract Documents.

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

§ 3.6.6.3 When Substantial Completion has been achieved, 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.

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

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

ARTICLE 4 ADDITIONAL SERVICES

ARTICLE 4 SUPPLEMENTAL SERVICES

§ 4.1 *The services listed below are not included in Basic Services but may be required for the Project.* The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the owner nor the Architect is designated, the parties agree that the listed Supplemental Services is not being provided for the Project

- *(See chart and 4.1.2.)*

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 *as the Architect's responsibility*, is provided below:

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1, *as the Owner's Responsibility* is provided below.

§ 4.1.3 A If the Owner identified a Sustainable Objective as in Article 1, the Architect shall provide , as a Supplemental Services, the Sustainability Services required in AIA Document E204-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall Compensate the Architect as provided in Section 11.2

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services 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 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.*

§ 4.2.1 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 Additional 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* size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

§ 4.2.1 (Cont.)

- .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;

§ 4.2.1 (Cont.)

- .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 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.*

§ 4.2.2 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, upon receipt of the Architect'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, of the Owner's determination. The Owner shall have *compensate the Architect* for the services provided prior to the Architect's receipt of the Owner's notice.:

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

§ 4.2.2 (Cont.)

- .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.

§ 4.2.3 *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 submittals of the Contractor*
- .2 _____ () *visits to the site* by the Architect 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
- .4 _____ () *inspections for any portion of the Work to determine final completion*

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, *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 incurs additional cost in providing those Construction Phase Services.*

§ 4.2.5 *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 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the *Owner shall provide information in a timely manner regarding requirements for and limitations on the Project*, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 *The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (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.

§ 5.3 *The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.*

§ 5.4 *The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site.* The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; 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.

§ 5.5 *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.*

§ 5.6 *The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.*

§ 5.7 *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 this Agreement.*

§ 5.8 *The Owner shall coordinate the services of its own consultants with those services provided by the Architect.* Upon the Architect's request, the *Owner shall furnish copies of the scope of services in the contracts* between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. *The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.*

§ 5.9 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.

§ 5.10 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.

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

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect 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 consultants shall be through the Architect.

§ 5.13 *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.*

§ 5.14 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.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.