

## ***B101<sup>™</sup> – 2007 Standard Form of Agreement Between Owner and Architect***

### **INTRODUCTION**

AIA Document B101–2007, Standard Form of Agreement Between Owner and Architect, is part of the A201<sup>™</sup>–2007 Family of documents. B101 is the flagship 2007 owner-architect agreement upon which the other 2007 owner-architect agreements are based. B101 is a one-part document that was designed to replace B141<sup>™</sup>–1997 and B151<sup>™</sup>–1997.

B101 provided the basis from which three other 2007 owner-architect agreements were developed, each specifically tailored to the size and complexity of the Project:

B103<sup>™</sup>–2007, Standard Form of Agreement Between Owner and Architect for a Large or Complex Project;

B104<sup>™</sup>–2007, Standard Form of Agreement Between Owner and Architect for a Project of Limited Scope; and

B105<sup>™</sup>–2007, Standard Form of Agreement Between Owner and Architect for a Residential or Small Commercial Project.

Owner-architect agreements for interior architecture and ten scopes of architect’s services documents were also revised in 2007 to be consistent with the format and terminology used in B101–2007.

### **The A201 Family of Documents**

A document family typically refers to documents written for a particular project delivery method, such as Design-Bid-Build, Construction Management or Design-Build. Documents within a particular family are crafted with common phrasing, uniform definitions and a consistent, logical allocation of responsibilities through the tiers of relationships. A201 and its associated agreements are written for construction projects in the Design-Bid-Build delivery method, also called “Design-Award-Build,” “conventional” or “traditional.” This delivery method follows a sequential process whereby the owner first retains the architect to design the project and to prepare the construction drawings and specifications. The owner then makes the construction drawings and specifications available to construction contractors and selects the contractor either by bidding or negotiation. The principal agreements in the 2007 A201 Family are listed below:

A101<sup>™</sup>–2007, Standard Form of Agreement Between Owner and Contractor (Stipulated Sum)

A102<sup>™</sup>–2007, Standard Form of Agreement Between Owner and Contractor (Cost Plus Fee, with GMP)

A103<sup>™</sup>–2007, Standard Form of Agreement Between Owner and Contractor (Cost Plus Fee, without GMP)

A401<sup>™</sup>–2007, Standard Form of Agreement Between Contractor and Subcontractor

B101<sup>™</sup>–2007, Standard Form of Agreement Between Owner and Architect

B103<sup>™</sup>–2007, Standard Form of Agreement Between Owner and Architect for a Large or Complex Project, and

C401<sup>™</sup>–2007, Standard Form of Agreement Between Architect and Consultant (for use in any family)

The A201 Family is augmented by a number of standard contract administration documents (G-series) used generally for processing payments to the contractor and for formalizing changes in the Work.

### **Significant Changes to the A201 Family of Documents**

Before the AIA Documents Committee began making revisions to existing 1997 documents, the AIA contacted its industry partners, seeking feedback on the existing 1997 agreements. Hundreds of comments revealed the following significant issues in A201–1997, General Conditions of the Contract for Construction: the architect as initial decision maker, arbitration, time limit on claims, consolidation and joinder, and consequential damages.

The revised A201 Family, including B101–2007, allows the owner and contractor to designate an optional third-party decision maker to make initial decisions on claims between them, and to name that initial decision maker (IDM) in the owner-contractor agreement. If the owner and contractor fail to appoint an optional IDM, the role will default to the architect, who will make those decisions in the traditional manner.

The revised A201 Family also eliminates mandatory arbitration, which AIA documents have required since 1888. Agreements in the revised A201 Family provide check boxes where the parties may choose arbitration, litigation, or another method of binding dispute resolution for resolving disputes.

In addition, the 2007 A201 Family of documents is less restrictive regarding consolidation of arbitration and the joinder of third parties, when arbitration is the selected method of binding dispute resolution.

Provisions relating to statutory limitation periods for filing binding dispute resolution proceedings were substantially revised in the 2007 documents. The waiver of consequential damages clause, added to the A201 Family in 1997, remains in the 2007 family as a barrier to “runaway” claims.

## **Changes to 2007 Owner-Architect Agreements**

For owner-architect agreements, the industry and AIA internal groups shared these concerns: B141–1997 two-part format, phases versus services, basic services and additional services, errors and omissions insurance, standard of care, green design, the architect as initial decision maker (discussed above), ownership of instruments of service, and the requirement to design to the owner’s budget for the cost of the work. All of these issues were addressed in the development of B101–2007.

### **B101 Format**

In 1997, the AIA released its flagship owner-architect agreement B141–1997 as a two-part document. The AIA revised the format of B141 by separating the agreement into two parts: B141–1997 Part 1, the agreement terms, and B141–1997 Part 2, the scope of the architect’s services. The AIA made this change to recognize, in a very prominent way, the change that had been taking place in the architecture profession over the previous ten years. Many architects found they could practice more successfully by developing specialties, such as by providing historic preservation studies and reports. These architects seldom needed an agreement to provide services for the design and construction of buildings; instead, they needed a contract form that would allow for a specialized scope of services. By separating the agreement terms from the scope of services, the AIA allowed architects to achieve infinite flexibility in contracting for their services.

When revising B141–1997 for release in 2007, the AIA took a hard look at the success of the two-part agreement and found that while it served the interests of the specialist architect, it created undue complexity for the architect providing traditional design and contract administration services. Those architects and their clients had gravitated toward using B151–1997, a one-part agreement for traditional services, modeled after B141–1987. Recognizing the validity of that choice, the AIA developed B101–2007, a one-part document that follows the format of B151–1997, but uses text copied and edited from both B141–1997 and B151–1997.

B101–2007 consolidates and replaces B141–1997 and B151–1997. B101 sets forth the architect’s services during five phases: schematic design, design development, construction documents, bidding/negotiation, and construction contract administration. B101 returns to the concept of “basic” and “additional” services and explicitly sets forth basic services in Article 3. Additional services, listed in Article 4, may be simply thought of as any service that is not a basic service. As such, additional services may be included in the agreement when it is executed, or added as the project proceeds.

To provide an agreement for the specialist architect, or the architect who may initially provide services for a special scope of work (e.g., a security evaluation) and then provide traditional design and contract administration services, the AIA divided the text of B101–2007 into two parts: the agreement portion (per B141–1997 Part 1), and the services portion (per B141–1997 Part 2). These two new documents are numbered B102–2007 and B201–2007, respectively.

### **Standard of Care**

B101–2007 Section 2.2 includes a statement of the standard of care pursuant to which the architect shall perform its services. In large part, this is an entirely new addition to the owner-architect agreements. B141–1997 and B151–1997 only contain a vague reference to a standard of care, noting that “[t]he Architect’s services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project.” While the clear implication from this language is that the architect’s services are subject to a standard of care, the 1997 documents do not contain any statement as to what that standard of care is.

Generally speaking, like all professionals, an architect must perform its duties consistent with the degree of care and competence generally expected of a reasonably skilled member of the profession. This standard of care applies in any professional activity an architect undertakes, regardless of whether or not the standard of care is stated in the contract for services. The AIA found, however, that parties often added standard of care language to contracts irrespective of this fact. The AIA also discovered that, in many instances, the general standard of care was misstated. The high occurrence of misstating the standard of care troubled the AIA because it could lead to a general misunderstanding as to the actual standard.

Accordingly, the AIA saw fit to include a clear and explicit statement of the generally applicable standard of care in its 2007 revisions stating that the architect will perform its services consistent with that level of skill and care ordinarily provided by architects practicing under the same or similar circumstances. It is true that from state to state the applicable standard of care may be stated slightly differently, however, this definition is generally accurate nationwide. Additionally, the definition is sufficiently flexible to adapt to each state's particular standard of care. It is the AIA's intent that B101–2007 will provide the owner with a better understanding of the common law standard of care for an architect. Practically speaking, however, the inclusion of this standard of care provision in the contract will have essentially no impact on the nature of the architect's services, as those services have always been subject to a common law standard of care definition similar to that set forth in B101.

### **Insurance Requirements**

Another new addition to the 2007 owner-architect agreements is a requirement that the architect maintain insurance. B101–2007 contains a provision requiring the parties to specify the types and limits of insurance the architect is required to maintain. Where those requirements exceed the types or levels of insurance the architect normally maintains, the owner is required to reimburse the architect for the costs of obtaining such excess insurance. B141–1997 and B151–1997 contained a similar requirement that excess insurance the owner required the architect to obtain was a reimbursable expense; however, those documents did not contain an explicit duty on the part of the architect to maintain any minimum levels or types of insurance.

### **Sustainable Design**

The AIA has adopted and stated a public policy that architects must be environmentally responsible in performing their services and must advocate for the sustainable use of Earth's resources in the creation and operation of the built environment in which we live.<sup>1</sup> In furtherance of these goals, B101–2007 requires the architect, during the schematic design phase and as part of its basic services, to discuss with the owner the feasibility of incorporating environmentally responsible design approaches into the project. Through this discussion, the owner and the architect are to reach an understanding with regard to the project's overall requirements, and if and how environmentally responsible design will be incorporated into the design.

The owner may require environmentally responsible design solutions that exceed the limit of the architect's basic services. That limit is set forth in Article 3 by requiring the architect, as part of its basic services, to consider environmentally responsible design alternatives, such as building orientation and material choices, in preparing a schematic design to the extent the alternatives are appropriate to the project and consistent with the owner's stated program, schedule and budget. Therefore, if the owner requests extensive design alternatives such as unique system designs, in-depth materials research, energy modeling, or LEED® certification, the architect will provide those services as an additional service for additional compensation.

B101–2007, however, does not place the burden or duty of achieving environmentally responsible design solely on the architect—that burden falls upon the owner and the architect together. In the end, owners decide the ultimate level of environmentally responsible design that will be incorporated into their buildings. The B101 provisions bring environmentally responsible design to the attention of the owner and the architect while the project's specific requirements are being developed. As such, B101 provides a platform for the architect to fulfill the AIA's public policy without imposing open-ended design requirements on the architect to make all buildings they design environmentally responsible.

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<sup>1</sup> AIA Board of Directors, *AIA Directory of Public Policies and Position Statements*, 2005. The American Institute of Architects <[http://www.aia.org/SiteObjects/files/Public\\_Policy\\_Directory\\_revised\\_1205.pdf](http://www.aia.org/SiteObjects/files/Public_Policy_Directory_revised_1205.pdf)>. (The AIA's relevant public policy: "The creation and operation of the built environment require an investment of the earth's resources. Architects must be environmentally responsible and advocate for the sustainable use of those resources.")

## Intellectual Property Rights (Instruments of Service)

Owners groups criticized the AIA's 1997 owner-architect agreements for not allowing the owner more liberal use of the architect's intellectual property (the instruments of service) in the event of a termination of the agreement. The AIA has overhauled these provisions substantially and has added provisions for the owner, through a nonexclusive license, to have more access to the architect's instruments of service to construct, use, maintain, alter, and add to the project, provided the owner has paid the architect all amounts due. If the owner breaches its agreement with the architect, however, the owner loses the license and no longer can use the architect's instruments of service. Use of the architect's instruments of service where the architect is not involved, following the owner's termination for convenience or after the project is completed, will be without liability to the architect. In addition, if the owner terminates for convenience, or if the architect terminates due to the owner's suspension of the project, the owner pays a licensing fee to the architect for continued use of the instruments of service.

## Other 2007 AIA Owner-Architect Agreements

One of the guiding principles used in developing the 2007 owner-architect agreements is that the agreement should be tailored to the size and complexity of the project. B101–1997 forms the basis for the following agreements that were developed in accordance with this principle:

### **B103™–2007, Standard Form of Agreement Between Owner and Architect for a Large or Complex Project**

B103–2007 contains many of the same provisions as B101–2007, Standard Form of Agreement Between Owner and Architect, but B103 is tailored specifically for use for large or complex projects. As in B101, services are divided along the traditional lines of Basic and Additional Services. Basic Services are based on five phases: Schematic Design, Design Development, Construction Documents, Bidding and Negotiation, and Construction. In B103 the Architect does not prepare cost estimates, but agrees to design the Project to meet the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services. B103 assumes that the Owner will retain third parties to provide cost estimates and Project schedules, and may implement fast-track, phased or accelerated scheduling.

### **B104™–2007, Standard Form of Agreement Between Owner and Architect for a Project of Limited Scope**

B104–2007 is tailored specifically for use on projects of limited scope or medium-sized projects. B104 is an abbreviated version of B101–1997. It contains the same 13 articles as B101, but they are simplified and streamlined. B104 assumes that the Architect will provide cost estimates and will design the Project to meet the Owner's budget for the Cost of the Work. Basic Services are compressed into three phases: design, construction documents and construction. B104 does not contain the Architect's insurance requirements that are in B101. B104 should be used in conjunction with A107™–2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope.

### **B105™–2007 (formerly B155™–1993), Standard Form of Agreement Between Owner and Architect for a Residential or Small Commercial Project**

B105–2007 was developed for use on a residential or small commercial project that is modest in size and brief in duration. B105 is a two-page document that contains seven abbreviated articles. Basic Services are compressed into two phases, design and construction. The Architect's responsibilities during construction are substantially set forth in A105™–2007, Standard Form of Agreement Between Owner and Contractor for a Residential or Small Commercial Project, which is incorporated by reference into B105. The Owner provides cost estimating through the Contractor. The Architect retains ownership of its Instruments of Service and the Owner's right to use them terminates when the Project is complete. B105 does not contain a dispute provision but relies instead on the law of the place where the Project is located.

## Notices

This B101–2007 Commentary was prepared by the American Institute of Architects with the assistance of Howard G. Goldberg, Esq., Hon. AIA.

This publication does not constitute and does not offer legal or other professional service. If legal advice or other expert assistance is required, the services of a competent professional should be sought.

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COMMENTARY	B101–2007 TEXT
<b>COVER PAGE</b>	
This date should precede or coincide with the date when performance of each party’s obligations are to actually commence.	<b>AGREEMENT made as of the</b> day of in the year of <i>(In words, indicate day, month and year)</i>
The term <i>Owner</i> is used to designate the architect’s client. That individual or entity may be a tenant, for example, and may or may not actually have an ownership interest in the premises for which the project is commissioned.  Use the full legal name of the entity or individual expected to pay for the architect’s services and who will be liable for performing the owner’s obligations under this agreement.	<b>BETWEEN</b> the Architect’s client identified as the <b>Owner:</b> <i>(Name, address and other information)</i>
As defined in A201–2007, the term <i>Architect</i> refers to a person who is lawfully licensed to practice architecture or to an entity lawfully practicing architecture in the jurisdiction where the project is located. If the Architect is an entity, indicate the full name of the entity.	and the <b>Architect:</b> <i>(Name, address and other information)</i>
The inclusion of a detailed description of the project is critically important for mutual understanding and for protection of both parties’ interests. The project may or may not be a building.	for the following <b>Project:</b> <i>(Name, location and detailed description)</i>
	The Owner and Architect agree as follows.
<b>TABLE OF ARTICLES</b>	
	<b>1      INITIAL INFORMATION</b> <b>2      ARCHITECT’S RESPONSIBILITIES</b> <b>3      SCOPE OF ARCHITECT’S BASIC SERVICES</b> <b>4      ADDITIONAL SERVICES</b> <b>5      OWNER’S RESPONSIBILITIES</b> <b>6      COST OF THE WORK</b> <b>7      COPYRIGHTS AND LICENSES</b> <b>8      CLAIMS AND DISPUTES</b> <b>9      TERMINATION OR SUSPENSION</b> <b>10     MISCELLANEOUS PROVISIONS</b> <b>11     COMPENSATION</b> <b>12     SPECIAL TERMS AND CONDITIONS</b> <b>13     SCOPE OF THE AGREEMENT</b> <b>EXHIBIT A INITIAL INFORMATION</b>
<b>ARTICLE 1 INITIAL INFORMATION</b>	
Initial Information may be provided in Section 1.1 or in Exhibit A. If Section 1.1 is used, the parties should take care to be as explicit and detailed as possible with respect to the relevant Initial Information. Although some of the	<b>§ 1.1</b> This Agreement is based on the <b>Initial Information set forth in this Article 1 and in optional Exhibit A</b> , Initial Information: <i>(Complete Exhibit A, Initial Information, and incorporate</i>

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<p>information called for in Section 1.1 or Exhibit A may not be readily available when the parties have finalized their agreement, such information as is known at the time of signing should be incorporated into the document.</p>	<p><i>it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project’s site and 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.)</i></p>
<p>The parties must set forth the owner’s anticipated dates for commencement of construction and substantial completion as those dates are to be incorporated into the architect’s initial schedule for the architect’s services, and they determine at which point the architect will provide certain basic services as additional services.</p>	<p><b>§ 1.2 The Owner’s anticipated dates for commencement of construction and Substantial Completion</b> of the Work are set forth below:</p> <ol style="list-style-type: none"> <li>.1 Commencement of construction date:</li> <li>.2 Substantial Completion date:</li> </ol>
<p>Most of the parameters elicited by Section 1.1 or Exhibit A impact the further development of the project. A change in a parameter that seems insignificant to one party may have serious consequences for the other party.</p>	<p><b>§ 1.3</b> The Owner and Architect may rely on the <b>Initial Information</b>. 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.</p>
<p><b>ARTICLE 2 ARCHITECT’S RESPONSIBILITIES</b></p>	
	<p><b>§ 2.1</b> The Architect shall provide the professional services as set forth in this Agreement.</p>
<p>This is a generally applicable formulation of the standard of care for the architect’s performance of its services. Although the standard of care may be stated slightly differently from state to state, this formulation is generally accurate nationwide and is sufficiently flexible to adapt to each state’s particular standard of care. The architect’s services have always been subject to this standard of care. This explicit formulation has been added so that parties will not add a standard of care that is inaccurate and alters the common law standard of care.</p> <p>Expeditious performance is the best that any professional can promise when dealing with matters of indeterminate nature. Requiring the architect to meet absolute time limitations by using such terms as “time is of the essence” with this contract can adversely affect the quality of the architect’s services and may require behavior that is inconsistent with the architect’s standard of care. Typically, the architect is depending upon input or decisions from others, including representatives of governmental authorities having jurisdiction over the project and the owner, to accomplish the scheduling objectives. A written schedule usually helps, but it must be adjustable when delays or factors beyond the owner’s or architect’s control intervene.</p>	<p><b>§ 2.2</b> The Architect shall perform its services consistent with the <b>professional skill and care ordinarily provided</b> by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as <b>expeditiously</b> as is consistent with such professional skill and care and the orderly progress of the Project.</p>
<p>With the use of professional corporations and limited liability companies, it is important to designate a particular individual whom the owner can rely on to bind the architect.</p>	<p><b>§ 2.3</b> The Architect shall identify a <b>representative</b> authorized to act on behalf of the Architect with respect to the Project.</p>
<p>Section 2.4 deals with situations where the architect must disclose a conflict of interest to the owner. Parallel requirements to these obligations can be found in most professional licensing regulations and in the AIA’s Code of Professional Conduct.</p>	<p><b>§ 2.4</b> 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 <b>compromise the Architect’s professional judgment</b> with respect to this Project.</p>

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<p>The requirement that the architect maintain insurance is new to the 2007 AIA standard form owner-architect agreement. This provision requires the parties to specify the types and limits of insurance the architect is required to maintain. Where the requirements exceed the types or levels of insurance the architect normally maintains, the owner is required to reimburse the architect for the cost of obtaining such excess insurance.</p> <p>Some insurance policies, including professional liability policies, are written on a “claims made” basis and have an aggregate limit of liability. In order for a claim to be covered by a policy written on a claims made basis, the negligent act must have occurred within the term of the policy or an earlier agreed date specified in the policy and the first claim must have been made within the term of the policy. The Architect should periodically review its insurance coverage with a competent insurance advisor or legal counsel to ensure that adequate coverages are maintained</p>	<p><b>§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement.</b> If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost: <i>(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)</i></p> <ol style="list-style-type: none"> <li>.1 General Liability</li> <li>.2 Automobile Liability</li> <li>.3 Workers’ Compensation</li> <li>.4 Professional Liability</li> </ol>
<b>ARTICLE 3 SCOPE OF ARCHITECT’S BASIC SERVICES</b>	
<p>The architect is required under Section 3.1 to furnish normal structural, mechanical and electrical engineering services. The architect may choose to retain outside consultants to provide those services.</p>	<p><b>§ 3.1 The Architect’s Basic Services</b> consist of those described in Article 3 and <b>include usual and customary structural, mechanical, and electrical engineering services.</b> Services not set forth in Article 3 are Additional Services.</p>
<p>A continuing dialogue with the owner regarding the development of the design and the construction effort is encouraged to avoid failed expectations and to minimize disputes.</p> <p>Research of design criteria is important. Review of these criteria with the owner is also important because it provides the owner with insight into the value added by the architect’s participation in the project.</p>	<p><b>§ 3.1.1</b> The Architect shall manage the Architect’s services, <b>consult with the Owner, research applicable design criteria,</b> attend Project meetings, communicate with members of the Project team and report progress to the Owner.</p>
<p>The architect must coordinate its design services, which includes its consultants services, with those provided by others, such as consultants of the owner.</p> <p>This provision is the companion to Section 5.9.</p>	<p><b>§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner’s consultants.</b> 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.</p>
<p>The schedule for the architect’s services should not be confused with the construction schedule, which is prepared by the contractor. The schedule required in this section identifies the periods for design and construction, allows time for approvals and may include pre-design and facility operation activities. On the other hand, the construction schedule covers the period between the date of commencement of construction and the proposed date for substantial completion. Except for identification of items needing long-lead time for their procurement, the details of the construction period are generally left to the contractor.</p>	<p><b>§ 3.1.3</b> As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner’s approval a <b>schedule for the performance of the Architect’s services.</b> The schedule initially shall include <b>anticipated dates</b> 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,</p>



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<p>The identification of important anticipated dates serves a dual purpose. It alerts the owner to the fact that timely completion of the project requires timely decision-making by the owner, and it enables the architect to measure the effect of delayed decisions on the overall timing of the architect’s services.</p> <p>The dates contained in the schedule are estimates. They are not guaranteed, because they are based on assumptions that may change during the course of the project. It is important that the owner understand this point.</p>	<p>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.</p>
	<p>§ 3.1.4 The Architect shall not be responsible for an Owner’s directive or substitution made without the Architect’s approval.</p>
<p>A professional is expected to take into account the applicable codes, regulations and laws that impact the performance of the professional’s services. Because codes, regulations, and laws may be subject to differing interpretations, architects will ordinarily consult with governmental officials having jurisdiction over the project during the early design phases.</p>	<p>§ 3.1.5 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 <b>design requirements imposed by such governmental authorities</b> and by such entities providing utility services.</p>
<p>This general statement covers many issues that will have to be fleshed out in more detail for each individual project. For example, the owner may obtain the building permit in some jurisdictions through a designated contractor or architect. How will that process be handled and by whom? Often, questions like this are answered by a detailed supplement to this provision that assigns to the owner or architect specific tasks and procedures involving governmental authorities in the place where the project is located.</p>	<p>§ 3.1.6 The Architect shall assist the Owner in connection with the Owner’s responsibility for filing <b>documents required for the approval of governmental authorities</b> having jurisdiction over the Project.</p>
	<p><b>§ 3.2 SCHEMATIC DESIGN PHASE SERVICES</b></p>
	<p>§ 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.</p>
<p>Quality, cost and time are the three key factors that must be balanced again and again during the development of the project. The owner and architect will discuss these factors in completing Section 1.1 or Exhibit A, but often the parties may be uncertain about one or more of these factors at that time. As the project begins, the architect is required under Section 3.2.2 to once again analyze the balance and to make recommendations to the owner on any corrections or the need for other consultant services.</p> <p>Every site is unique, and as such, must be evaluated against the desired quality, time and cost for the project. The site and siting of a proposed building can have a significant impact on the project’s feasibility. For example, a one-story 200,000 square foot warehouse can be built on high or low ground, on a plain or a hill, and on soil or rock, but cost, delivery time and quality will vary considerably depending upon the choice of site.</p>	<p>§ 3.2.2 The Architect shall <b>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</b>, 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.</p>



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<p>Decisions such as whether to retain a construction manager, whether multiple prime contracts will be issued and whether the project will be “fast-tracked” can all affect the financial and time requirements of the project and the architect’s services. These decisions will be important to the architect in developing the schedule for the architect’s services, in determining the sequence of the architect’s design services and in evaluating cost. This review may be used by the architect to acquaint the owner with other services the architect can offer during construction.</p>	
<p>B101–2007 requires the architect, during the schematic design phase and as part of its basic services, to discuss with the owner the feasibility of incorporating environmentally responsible design approaches into the project. Through this discussion, the owner and the architect are to reach an understanding with regard to the project’s overall requirements, and if and how environmentally responsible design will be incorporated into the design.</p>	<p>§ 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, including <b>the feasibility of incorporating environmentally responsible design approaches</b>. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.</p>
<p>The timing of these submissions typically is controlled by the schedule prepared in accordance with Section 3.1.3. The architect must receive the owner’s approvals of schematic, design development and construction documents before proceeding to the next step in the development of the design. The owner’s untimely failure to approve or revocation of prior approvals can seriously affect and delay the design process, which may then require additional services to adjust the schedule and the architect’s compensation. By approving submissions, however, the owner does not become a guarantor of the architect’s services. The architect remains fully responsible for the professional quality of the architectural services.</p>	<p>§ 3.2.4 Based on the Project’s requirements agreed upon with the Owner, the Architect shall <b>prepare and present for the Owner’s approval</b> a preliminary design illustrating the scale and relationship of the Project components.</p>
<p>Through its design services, the architect gives shape to the project initially conceived by the owner. The architect uses the schematic design documents to show the project’s principal themes expressed in concrete terms. The schematic design documents can take many forms, such as paper drawings, cardboard models, CAD representations, or digital models. This is a collaborative process between the owner and architect. It is formalized in the agreement through Section 3.2.7, which requires the architect to submit these design documents for the owner’s approval.</p>	<p>§ 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 <b>may include some combination of study models, perspective sketches, or digital modeling</b>. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.</p>
<p>The owner may require environmentally responsible design solutions that exceed the limit of the architect’s basic services. That limit is set forth in Section 3.2.5.1 by requiring the architect, as a basic service, to consider environmentally responsible design alternatives, such as building orientation and material choices, in preparing a schematic design that is consistent with the owner’s stated program, schedule and budget. If the owner requests extensive design alternatives such as unique system designs, in-depth materials research, energy modeling, or LEED® certification, the architect will provide those services as an additional service for additional compensation.</p>	<p>§ 3.2.5.1 The Architect shall consider <b>environmentally responsible design alternatives</b>, 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 4.</p>

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<p>The burden or duty of achieving environmentally responsible design is not placed solely on the architect. It is owners who decide the ultimate level of environmentally responsible design that will be incorporated into their buildings.</p>	
<p>This provision alerts the owner to a service that often goes unmentioned, but which architects commonly performed as a basic service during design. Later changes, including substitutions, suggested by contractors, construction managers and others do not diminish the value of this service, but simply extend a process of analysis initiated by the architect.</p>	<p>§ 3.2.5.2 The Architect shall consider the value of <b>alternative materials, building systems and equipment</b>, 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.</p>
	<p>§ 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.</p>
<p>An owner is not obliged to approve the scheme if it fails to match the agreed-upon program, budget or time frame for delivery. However, the owner must act in good faith and not reject scheme after scheme without appropriate justification. By approving the schematic design documents, the owner does not become the guarantor of the architect’s services. The architect remains fully responsible for the professional quality of those services.</p>	<p>§ 3.2.7 The Architect shall submit the <b>Schematic Design Documents</b> to the Owner, and request the <b>Owner’s approval</b>.</p>
	<p><b>§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES</b></p>
<p>Through the design development documents, the architect further refines the concepts contained in the approved schematic design documents by adding general information about the structural, mechanical and electrical systems of the building. Although the typical design development documents in some aspects may appear refined, they are still not specific enough from which to build the building. However, they often contain sufficient information to obtain a negotiated price from a contractor (but not sufficient for competitive bidding). For that reason, fast-track construction contracts or construction manager arrangements will often initially reference design development documents as part of the contract documents. This is done in combination with a provision that mandates their continued development into construction documents which, if properly done, are then later ratified by the owner and contractor to supersede the design development documents. See AIA Document B503™–2007, Guide for Amendments to Owner-Architect Agreements, for provisions that deal with fast-track construction.</p>	<p>§ 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 <b>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</b>. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.</p>
	<p>§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.</p>
	<p>§ 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.</p>

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	<b>§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES</b>
<p>In accordance with Section 3.3.1, the owner’s approval of the design development documents is a precondition that must be achieved before the architect begins work on the construction documents. When the construction documents are completed, the project documentation will have evolved to a yet higher degree of detail. The architect’s construction documents need to contain sufficient detail to obtain responsive competitive bids or proposals and to communicate to the trades and workers the actual result the owner wants to achieve.</p>	<p><b>§ 3.4.1 Based on the Owner’s approval of the Design Development Documents</b>, 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 3.6.4.</p>
<p>As noted with respect to Section 3.1.5, the architect must take into account the codes, regulations and laws of the governmental entities having jurisdiction over the project.</p>	<p><b>§ 3.4.2</b> The Architect shall incorporate into the Construction Documents the design requirements of <b>governmental authorities having jurisdiction over the Project</b>.</p>
<p>The architect is not party to the owner-contractor agreement and should not attempt to act as the owner’s lawyer. The architect can inform the owner about customary practices of the construction industry, and may provide AIA documents for the owner’s review. However, the owner should understand that the architect is not providing legal advice.</p>	<p><b>§ 3.4.3</b> During the development of the Construction Documents, <b>the Architect shall assist the Owner</b> in the development and preparation of (1) bidding and 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.</p>
	<p><b>§ 3.4.4</b> The Architect shall update the estimate for the Cost of the Work.</p>
	<p><b>§ 3.4.5</b> 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.</p>
	<b>§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES</b>
<p>The architect is a limited agent for the owner while performing these services, within the scope of the authority defined by the owner-architect agreement. The architect may prepare a checklist for the owner to assist in the selection of an appropriately qualified contractor. Since the architect is not a party to the contract between owner and contractor, the owner must make the ultimate selection of the contractor. See AIA Document A305™–1986, Contractor’s Qualification Statement, for a checklist of questions for screening potential contractors. The determination as to whether a particular bid is</p>	<p><b>§ 3.5.1 GENERAL</b> The Architect <b>shall assist</b> the Owner in establishing a list of <b>prospective contractors</b>. Following the Owner’s approval of the Construction Documents, the Architect <b>shall assist</b> the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) <b>confirming responsiveness of bids or proposals</b>; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.</p>

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responsive or a particular bidder responsible is often a legal matter which should be referred by the owner to the owner’s legal counsel.	
	<b>§ 3.5.2 COMPETITIVE BIDDING</b>
	<b>§ 3.5.2.1</b> Bidding Documents shall consist of bidding requirements and proposed Contract Documents.
Addenda may be in written or graphic form, and may modify or interpret the bidding documents by means of additions, deletions, clarifications or corrections. Addenda should not be confused with modifications, which are issued after the contract is executed.	<b>§ 3.5.2.2</b> The Architect shall assist the Owner in bidding the Project by <ul style="list-style-type: none"> <li>.1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;</li> <li>.2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;</li> <li>.3 organizing and conducting a pre-bid conference for prospective bidders;</li> <li>.4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of <b>addenda</b>; and</li> <li>.5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.</li> </ul>
Contractors submitting bids, proposals or value engineering suggestions may propose substitutions in order to provide a competitive price. If the architect concludes that a particular substitution is appropriate, an addendum to the bidding documents should be issued to all prospective bidders. This gives all of them the opportunity to consider the allowed substitution in determining their respective proposed bids or proposals.	<b>§ 3.5.2.3</b> The Architect shall consider requests for <b>substitutions</b> , if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.
	<b>§ 3.5.3 NEGOTIATED PROPOSALS</b>
If, as a result of negotiations between the owner and contractor, changes are agreed upon to the scope or details of the project, the architect may have to issue an addendum revising the construction documents to reflect those changes.	<b>§ 3.5.3.1 Proposal Documents</b> shall consist of proposal requirements and proposed Contract Documents.
	<b>§ 3.5.3.2</b> The Architect shall assist the Owner in obtaining proposals by <ul style="list-style-type: none"> <li>.1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;</li> <li>.2 organizing and participating in selection interviews with prospective contractors; and</li> <li>.3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.</li> </ul>

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<p>Proposed contractors may suggest substitutions in order to provide a competitive price. If the architect concludes that a particular substitution is appropriate, an addendum to the bidding documents should be issued to all prospective contractors. This gives all of them the opportunity to consider the allowed substitution in determining their respective proposals. Before approval, the owner and architect need to strike a reasonable balance between the cost and quality of a proposed substitution.</p>	<p><b>§ 3.5.3.3</b> The Architect shall consider <b>requests for substitutions</b>, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.</p>
	<p><b>§ 3.6 CONSTRUCTION PHASE SERVICES</b></p>
	<p><b>§ 3.6.1 GENERAL</b></p>
<p>On a project involving contract administration, a major factor influencing the architect’s compensation proposal will be the general conditions, which establish the ground rules under which the architect must operate to administer the contract. Here, use of AIA Document A201–2007, General Conditions of the Contract for Construction, is presumed.</p> <p>Use of general conditions other than AIA Document A201–2007 may create conflicts and may make it difficult, more time consuming or more expensive for the architect to perform the obligations enumerated in Article 3.6. If the owner insists on using other general conditions and this was not indicated in Section 1.1 or Exhibit A, the architect would be entitled to a change in services.</p>	<p><b>§ 3.6.1.1</b> The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in <b>AIA Document A201–2007</b>, General Conditions of the Contract for Construction. 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.</p>
<p>The architect’s role in administering the contract for construction is to advise and consult with the owner to the extent authorized in this agreement.</p> <p>The architect’s role, however, does not make it responsible for construction means and methods or safety precautions and programs. Section 3.6.1.2 helps establish the dividing line between the architect’s responsibilities and those of the contractor in this regard. A clear allocation of responsibility is in the interest of all participants in the construction project. This clear allocation of responsibility will help a court or arbiter assess legal responsibility for accidents or construction deficiencies, thus protecting the interests of all participants on the project.</p>	<p><b>§ 3.6.1.2</b> The Architect shall <b>advise and consult</b> 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. <b>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.</b> 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.</p>
<p>The architect’s obligation to administer the contract for construction is subject to the time limits stated here. These time limits do not affect the architect’s obligations under Section 3.6.6.5, however, or other post-construction services that might be agreed to under Section 4.3.</p>	<p><b>§ 3.6.1.3</b> Subject to Section 4.3, the Architect’s responsibility to provide <b>Construction Phase Services</b> commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.</p>
	<p><b>§ 3.6.2 EVALUATIONS OF THE WORK</b></p>
<p>This is different from “periodic” visits, a term that to some may imply definite and equal time intervals between visits regardless of project requirements. Sound professional judgment should determine the timing and number of visits to the site in accordance with the type and nature of the project and other contractual</p>	<p><b>§ 3.6.2.1</b> The Architect shall visit the site at <b>intervals appropriate to the stage of construction</b>, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and <b>to determine, in general, if the Work observed is being performed in a manner</b></p>



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<p>commitments. If the parties so choose, they may designate the number of visits under the schedule of services in Article 4.3.3.2.</p> <p>The architect may not detect every deviation from the contract documents regardless of the frequency of the architect’s site visits. However, the architect is required to report to the owner known deviations from the contract documents and observed defects and deficiencies.</p> <p>Problems can arise when site visits are limited without regard to project requirements. As a general matter, it is in the best interest of both parties for the architect to be retained and compensated to make what is, in the architect’s judgment, an adequate number of site visits.</p> <p>The architect has no duty to be at the site full-time (unless full-time project representation is specifically contracted for), to make detailed inspections (unless special inspections of subsystems are mandated by the agreement) or to direct the contractor’s workers. An important goal of the architect’s services during construction is to represent the owner’s interests by reviewing the contractor’s efforts with due professional care and reporting what has been observed. This provides assistance to the owner in enforcing the owner’s rights under the contract for construction.</p> <p>The architect would be well-advised to prepare written reports of site visits and give copies to the owner and, as necessary, the contractor.</p>	<p><b>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.</b> 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) <b>known deviations from the Contract Documents</b> and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.</p>
<p>While the architect has the express authority to reject non-conforming work, the architect does not have the authority to accept such work. Only the owner has the authority to change the contract requirements by accepting non-conforming work. If the owner chooses to accept non-conforming work, that decision should either be documented as a change order or noted at the time of final payment to avoid later misunderstandings as to the nature and scope of the acceptance.</p> <p>For example, additional testing of concrete core samples, roof plug samples or any other items may be critical to implementing the intent of the contract documents.</p> <p>Because the architect cannot inspect every facet of the contractor’s work, it often becomes desirable to test work that has been covered or enclosed without previous inspection. The ability to order inspections includes the ability to require that work be removed to allow for inspection. The decision whether the owner or the contractor is to bear the expense for the testing or inspection is determined by the results.</p> <p>It is not the architect’s responsibility to instruct the contractor with regard to means, methods, techniques, sequences or procedures. The architect’s focus is on the results (or probable results) of the contractor’s efforts rather than on the contractor’s way of achieving them.</p>	<p><b>§ 3.6.2.2</b> The Architect has the <b>authority to reject Work</b> that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the <b>authority to require inspection or testing of the Work</b> in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, <b>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,</b> Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.</p>
<p>The “writing” referred to may be in the form of drawings or sketches.</p>	<p><b>§ 3.6.2.3</b> The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the</p>

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	Owner or Contractor. The Architect’s response to such requests shall be made <b>in writing</b> within any time limits agreed upon or otherwise with reasonable promptness.
<p>It is not enough for an interpretation or decision to comply with the architect’s design intent in developing the contract documents. The interpretation or decision must also be reasonably inferable from the documents themselves. Intentions of the architect that are not reflected in the contract documents do not bind the contractor, and may give rise to a change order if the contractor is required to perform work not reasonably contemplated at the time the agreement with the owner was executed.</p> <p>Because the architect owes an obligation to provide services to the owner and must exercise judgment in the performance of that duty, the law in most jurisdictions provides for such immunity even in the absence of this language.</p>	<p><b>§ 3.6.2.4</b> Interpretations and <b>decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents</b> and shall be in writing or in the form of drawings. <b>When making such interpretations and decisions, the Architect</b> shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and <b>shall not be liable for results of interpretations or decisions rendered in good faith.</b> The Architect’s decisions on matters relating to aesthetic effect shall be final <b>if consistent with the intent expressed in the Contract Documents.</b></p>
<p>A201–2007 provides that the owner and contractor may designate a third party initial decision maker (IDM), not a party to the owner-contractor agreement, who will render initial decisions on claims. If the owner and contractor do not name a third party IDM, the architect will serve as the IDM and provide the same initial decision making services it has traditionally provided. Procedures and time limits for the IDM’s decision-making on claims are set out in Article 15 of AIA Document A201–2007.</p>	<p><b>§ 3.6.2.5</b> Unless the Owner and Contractor designate another person to serve as an <b>Initial Decision Maker</b>, as that term is defined in AIA Document A201–2007, the <b>Architect shall render initial decisions</b> on Claims between the Owner and Contractor as provided in the Contract Documents.</p>
	<b>§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR</b>
<p>This certification is based upon the architect’s professional judgment. In exercising that judgment, the architect may consider the extent of completion, the quality of the work and the architect’s evaluations of the contractor’s application for payment.</p> <p>The certificates required here are qualified as described in this section (i.e., “to the best of the Architect’s knowledge, information and belief”) and in the language found in AIA Document G702™–1992, Application and Certificate for Payment. This language is quite explicit about what the certificate does and does not cover. See AIA Document B503–2007 for model text for a variety of certificates.</p> <p>If the work is later found not to conform to the requirements of the contract documents, the architect may withdraw or revise a previous certificate as necessary to reflect the current status of that work.</p>	<p><b>§ 3.6.3.1</b> The Architect shall review and <b>certify the amounts due the Contractor</b> and shall issue <b>certificates in such amounts.</b> 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 and that the quality of the <b>Work is in accordance with the Contract Documents.</b> The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) <b>to specific qualifications expressed by the Architect.</b></p>
	<p><b>§ 3.6.3.2</b> The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor’s right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.</p>



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	<p>§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.</p>
	<p>§ 3.6.4 SUBMITTALS</p>
<p>The architect must act promptly and diligently, but is not expected to act under duress or to pass on matters without sufficient time for professional review.</p>	<p>§ 3.6.4.1 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.</p>
<p>If shop drawings meet the requirements expressed here, it is appropriate for the architect to approve them in those same terms. Under AIA Document A201–2007, the contractor must obtain such approval before performing the work. Many fabricators and manufacturers refuse to proceed without the architect’s approval.</p> <p>Note that this approval is limited. Also note the requirements in AIA Document A201–2007, Sections 3.12.5 and 3.12.6, requiring the contractor to review and approve shop drawings before submitting them to the architect. The word <i>approve</i>, when used in this carefully defined context, is appropriate.</p> <p>Section 3.12 of AIA Document A201–2007, General Conditions of the Contract for Construction, deals with shop drawings, product data and samples. A more detailed treatment of this very complex subject can be found in the Architect’s Handbook of Professional Practice. The Handbook discussion includes sample language for the architect’s shop drawing stamp.</p>	<p>§ 3.6.4.2 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 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, 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.</p>
<p>These certifications may be required when parts of the project are being provided by the contractor on a design-build basis. To cite two examples, mechanical systems and pre-engineered roof trusses are often provided in this fashion. This sentence makes it clear that once the contractor has submitted proper professional certificates to the effect that performance criteria are being met, the architect can rely on these certifications.</p> <p>The Architect is, however, responsible to provide in the Contract Documents the appropriate performance and design criteria that the Contractor’s design professionals must satisfy.</p>	<p>§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or <b>certifications</b> by a design professional related to systems, materials or equipment, the Architect shall specify the <b>appropriate performance and design criteria that such services must satisfy</b>. 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.</p>
<p>During construction, the contractor may be confronted with ambiguities, omissions or conflicts within the drawings and specifications. The contractor is then obliged to bring these matters to the attention of the architect. The procedure outlined here enables the parties to address these issues in a timely fashion and avoid additional costs. Note that Section 4.3.2.2 may entitle the architect to compensation for responding to unnecessary requests for information as an additional service.</p> <p>The architect’s response must be in writing, although no particular form of response is required. The architect’s</p>	<p>§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to <b>requests for information about the Contract Documents</b>. 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</p>

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<p>response may include issuance of revised drawings or specifications. In appropriate circumstances, the architect’s response may consist of selection among alternatives presented by the contractor or a single letter specifying the design requirements. If the contractor believes that the architect’s response affects the contract sum or contract time, the contractor can initiate a request for change order.</p>	<p>promptness. If appropriate, the Architect shall prepare and issue <b>supplemental Drawings and Specifications</b> in response to requests for information.</p>
	<p>§ 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.</p>
	<p><b>§ 3.6.5 CHANGES IN THE WORK</b></p>
<p>Preparing the actual change order or construction change directive form is part of the architect’s typical administrative services. However, creating or assembling supporting documentation and data (such as new or revised drawings or specifications) may constitute an additional service under Section 4.3.2.3.</p> <p>It may be desirable for the architect to memorialize the owner’s agreement with the change and the contractor’s acknowledgement that no change in contract sum or contract time will result from the change.</p>	<p>§ 3.6.5.1 The Architect may authorize 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 the provisions of Section 4.3, the Architect shall <b>prepare Change Orders and Construction Change Directives</b> for the Owner’s approval and execution in accordance with the Contract Documents.</p>
	<p>§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.</p>
	<p><b>§ 3.6.6 PROJECT COMPLETION</b></p>
<p>Unless otherwise specified, the architect makes only two inspections—one to determine the date of substantial completion and one to determine the date of final completion of the project.</p>	<p>§ 3.6.6.1 The Architect shall conduct <b>inspections</b> 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.</p>
<p>Inspections are more thorough and comprehensive than the services provided during normal site visits. The word <i>inspection</i> does imply a more detailed evaluation than a normal site visit. Inspections of special components or subsystems have become more common as the complexity of such items has increased.</p> <p>Note that this list, sometimes called a “punch list,” is prepared by the contractor and is only supplemented by the architect.</p>	<p>§ 3.6.6.2 The Architect’s <b>inspections</b> 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 <b>list</b> submitted by the Contractor of Work to be completed or corrected.</p>
<p>Section 9.8.5 of A201–2007 contemplates full release of any withheld retainage at substantial completion, excepting only retainage for work that is incomplete or not in accordance with the contract documents and damages due to any delay on the part of the contractor in achieving substantial completion.</p>	<p>§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the <b>balance of the Contract Sum remaining to be paid</b> the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.</p>

COMMENTARY	B101–2007 TEXT		
<p>Under Section 9.10.2 of AIA Document A201, the architect is entitled to receive these documents from the contractor. The contractor is responsible for obtaining the documents from the originators of them.</p>	<p><b>§ 3.6.6.4</b> 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.</p>		
<p>Often the architect can play an important role in the owner’s actual use or operation of the facility comprising the project. The communication inherent in this service may lead to a decision by the owner to retain the architect to provide post-occupancy services.</p> <p>No design can contemplate every conceivable problem inherent in the actual use or operation of the facility. Often the architect can address operational difficulties by suggesting minor design or construction changes that will enhance the owner’s satisfaction with the project. Here again, the recommendations may lead to other services which may be offered by the architect.</p>	<p><b>§ 3.6.6.5</b> 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 <b>facility operations and performance</b>.</p>		
ARTICLE 4 ADDITIONAL SERVICES			
<p>It is important that the table below be completed by the parties before the agreement is executed. For each service listed, the parties should indicate the party responsible for providing the service and identify the place where the service is described. The architect is not responsible for any service listed unless specifically so designated in the Responsibility column of the table.</p>	<p><b>§ 4.1</b> 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 <b>only if specifically designated</b> in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. <i>(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 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)</i></p>		
	<p><b>Additional Services</b></p>	<p><b>Responsibility</b></p>	<p><b>Location of Service Description</b></p>
	<p><b>§ 4.1.1</b> Programming</p>		
	<p><b>§ 4.1.2</b> Multiple preliminary designs</p>		
	<p><b>§ 4.1.3</b> Measured drawings</p>		
	<p><b>§ 4.1.4</b> Existing facilities surveys</p>		
	<p><b>§ 4.1.5</b> Site Evaluation and Planning (B203™–2007)</p>		
	<p><b>§ 4.1.6</b> Building information modeling</p>		
	<p><b>§ 4.1.7</b> Civil engineering</p>		
	<p><b>§ 4.1.8</b> Landscape design</p>		
	<p><b>§ 4.1.9</b> Architectural Interior Design (B252™–2007)</p>		

COMMENTARY	B101–2007 TEXT		
	Additional Services	Responsibility	Location of Service Description
	§ 4.1.10 Value Analysis (B204™–2007)		
	§ 4.1.11 Detailed cost estimating		
	§ 4.1.12 On-site project representation		
	§ 4.1.13 Conformed construction documents		
	§ 4.1.14 As-designed record drawings		
	§ 4.1.15 As-constructed record drawings		
	§ 4.1.16 Post occupancy evaluation		
	§ 4.1.17 Facility Support Services (B210™–2007)		
	§ 4.1.18 Tenant-related services		
	§ 4.1.19 Coordination of Owner’s consultants		
	§ 4.1.20 Telecommunications/data design		
	§ 4.1.21 Security Evaluation and Planning (B206™–2007)		
	§ 4.1.22 Commissioning (B211™–2007)		
	§ 4.1.23 Extensive environmentally responsible design		
	§ 4.1.24 LEED® Certification (B214™–2007)		
	§ 4.1.25 Fast-track design services		
	§ 4.1.26 Historic Preservation (B205™–2007)		
	§ 4.1.27 Furniture, Finishings, and Equipment Design (B253™–2007)		
	§ 4.1.28 Other		
<p>A detailed description of any Additional Service designated in the table above as the architect’s responsibility should be provided here or in an attached exhibit.</p>	<p>§ 4.2 Insert a <b>description of each Additional Service</b> designated in Section 4.1 as the Architect’s responsibility, if not further described in an exhibit attached to this document.</p>		
<p>Few projects proceed from conception to completion without changes. By necessity, a mechanism is required to provide for adjustments in the architect’s services and compensation during the course of the project.</p> <p>The architect, however, is not permitted to receive compensation for additional services that are attributable to errors or omission on the part of the architect</p>	<p>§ 4.3 <b>Additional Services</b> may be provided after execution of this Agreement, without invalidating the Agreement. <b>Except for services required due to the fault of the Architect</b>, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect’s schedule.</p>		

COMMENTARY	B101–2007 TEXT
<p>This section and Section 4.3.2 address additional services that are not identified and provided in Section 4.1 at the time of contracting. The need for additional services can arise later as a result of delay or changed conditions. The parties cannot anticipate the scope or nature of these additional services at the beginning and these sections provide a mechanism to address them after the contract begins. Section 4.3.1 addresses additional services that require the architect to give notice to the owner and receive the owner’s approval before proceeding. It is likely that, if the architect is not serving as the IDM, the architect will be requested to provide assistance to the IDM in evaluating claims, given that the architect will be more familiar with the contract documents, the circumstances surrounding the claim, and relevant background issues. The extent to which the architect will be asked to provide such assistance cannot be predicted and will vary depending on the circumstances. Accordingly, this is considered to be an additional service entitling the architect to additional compensation.</p>	<p><b>§ 4.3.1</b> 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. <b>The Architect shall not proceed to provide the following services until the Architect receives the Owner’s written authorization:</b></p> <ol style="list-style-type: none"> <li>.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;</li> <li>.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;</li> <li>.3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;</li> <li>.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;</li> <li>.5 Preparing digital data for transmission to the Owner’s consultants and contractors, or to other Owner authorized recipients;</li> <li>.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;</li> <li>.7 Preparation for, and attendance at, a public presentation, meeting or hearing;</li> <li>.8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;</li> <li>.9 Evaluation of the qualifications of bidders or persons providing proposals;</li> <li>.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or</li> <li>.11 <b>Assistance to the Initial Decision Maker</b>, if other than the Architect.</li> </ol>
<p>Section 4.3.2 addresses additional services that, because of the potential for delay, require the architect to proceed to provide the services, notify the owner, and continue working unless and until the owner instructs the architect to stop. The architect is entitled to compensation for any services performed under this section prior to receiving notice from the owner to stop.</p> <p>Architects often incur extra expense when required submittals are not furnished by the contractor in the agreed-upon sequence.</p>	<p><b>§ 4.3.2 To avoid delay in the Construction Phase</b>, 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:</p>

COMMENTARY	B101–2007 TEXT
<p>Many services related to change orders and construction change directives, including preparation of additional drawings, specifications and other data, are typically required due to circumstances beyond the control of the architect. These services represent an additional demand on the architect’s resources. Therefore, except for preparation of the actual change order or construction change directive, they are treated as additional services, entitling the architect to additional compensation.</p>	<ol style="list-style-type: none"> <li>.1 Reviewing a Contractor’s <b>submittal out of sequence</b> from the submittal schedule agreed to by the Architect;</li> <li>.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;</li> <li>.3 <b>Preparing Change Orders and Construction Change Directives</b> that require evaluation of Contractor’s proposals and supporting data, or the preparation or revision of Instruments of Service;</li> <li>.4 Evaluating an extensive number of Claims as the Initial Decision Maker;</li> <li>.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or</li> <li>.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.</li> </ol>
<p>Experience has shown that certain construction phase services are a potential drain on the architect’s resources. Limiting the number of these services can permit more accurate pricing of services for the benefit of both parties. If the architect is required by conditions outside of the architect’s control to provide more frequent services than listed, the architect is entitled to compensation for Additional Services. Specifying the frequency of services reduces the need for the architect to include contingencies in the architect’s compensation.</p>	<p><b>§ 4.3.3</b> The Architect shall provide <b>Construction Phase Services exceeding the limits set forth</b> below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:</p> <ol style="list-style-type: none"> <li>.1 ( ) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor</li> <li>.2 ( ) visits to the site by the Architect over the duration of the Project during construction</li> <li>.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</li> <li>.4 ( ) inspections for any portion of the Work to determine final completion</li> </ol>
<p>If the completion of the project is delayed beyond the time frame anticipated when the agreement was signed, this provision requires the architect’s compensation to be adjusted as it would be for providing additional services.</p>	<p><b>§ 4.3.4</b> If the services covered by this Agreement <b>have not been completed</b> 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.</p>
<p><b>ARTICLE 5 OWNER’S RESPONSIBILITIES</b></p>	
<p>An essential function of the owner is to provide a written program, detailing the requirements for and limitations on the project. That program will be referenced in Section 1.1 or Exhibit A, or it may be subsequently developed after the signing of this agreement.</p>	<p><b>§ 5.1</b> Unless otherwise provided for under this Agreement, <b>the Owner shall provide information</b> in a timely manner regarding requirements for and limitations on the Project, including a <b>written program</b> which shall set forth the Owner’s objectives, schedule, constraints and criteria, including space requirements and relationships,</p>



COMMENTARY	B101–2007 TEXT
<p>A well-thought out program is essential for a successful start to a project. It is one of the first tasks along with establishing a budget that an owner needs to perform. Unfortunately, many owners fail to fully understand the discipline and detail that is involved in the development of a professional program. In many cases, the owner and architect may decide to share this task, and commission the architect to assist or actually provide the services for developing the program.</p> <p>In some states, the architect may assert a lien on real property to secure payment of the architect’s compensation. Upon the architect’s request, the owner must provide relevant information to enable the architect to enforce lien rights.</p>	<p>flexibility, expandability, special equipment, systems and site requirements. 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 <b>lien rights</b>.</p>
<p>Note that the <i>budget for the Project</i> can include many categories of expense in addition to the cost of the work and the architect’s compensation. Budgetary information required in Article 1.1 or Exhibit A will need to be compared to the architect’s subsequent estimates for the cost of the work.</p>	<p>§ 5.2 The Owner shall establish and periodically update the Owner’s <b>budget for the Project</b>, 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. 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.</p>
<p>The owner’s representative must be clearly identified. Information must also be provided to enable the architect to contact that individual quickly and easily, otherwise, the decision-making process may be interrupted at critical times during the project.</p> <p>The amount of time given for the owner’s various reviews of the architect’s documents should be included in the time schedule for the project.</p>	<p>§ 5.3 The Owner shall identify a <b>representative</b> authorized to act on the Owner’s behalf with respect to the Project. The Owner shall render decisions and approve the Architect’s submittals <b>in a timely manner</b> in order to avoid unreasonable delay in the orderly and sequential progress of the Architect’s services.</p>
<p>An architect will ordinarily rely on surveying services furnished by the owner, since architects seldom have surveyors on staff to verify the accuracy and completeness of such services. The architect can nevertheless assist the owner in obtaining or even coordinating such services, if the owner and architect agree to expand the role of the architect in these matters.</p> <p>The architect may wish to suggest AIA Document G601™–1994, Land Survey Agreement, for the owner’s review.</p>	<p>§ 5.4 The Owner shall furnish <b>surveys</b> 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.</p>
<p>Geotechnical services are ordinarily provided by the owner, though often with the administration and assistance of the architect. The architect is entitled to rely on the accuracy and completeness of such services furnished by the owner. The architect also has the option of offering geotechnical services under Section 4.1.</p> <p>The architect may wish to suggest AIA Document</p>	<p>§ 5.5 The Owner shall furnish services of <b>geotechnical engineers</b>, 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.</p>



COMMENTARY	B101–2007 TEXT
G602™–1993, Geotechnical Services Agreement, for the owner’s review.	
<p>This section provides the owner’s duties with respect to coordination of the owner’s consultants and providing additional consultants. Consistent with the requirement of Section 2.5.4, that the architect maintain professional liability insurance, the owner must also require its other consultants to maintain professional liability insurance.</p>	<p>§ 5.6 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 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. <b>The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.</b></p>
	<p>§ 5.7 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.</p>
<p>Neither the owner nor the architect is assumed to have the expertise needed to address the project’s legal, accounting or insurance needs. If questions arise during the project’s development that pertain to the owner’s needs and interests, the owner is expected to furnish the individuals who can give the appropriate advice. If, for example, the contractor is to be compensated on the basis of the cost of the work plus a fee, the AIA owner-contractor documents give the owner the right to audit the contractor’s books. This is usually done by the owner’s accountant.</p>	<p>§ 5.8 The Owner shall furnish all <b>legal, insurance and accounting services</b>, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner’s needs and interests.</p>
<p>The owner’s obligations under this provision do not relieve the architect of the responsibility to perform services properly. However, if the owner becomes aware of a deficiency in the project or in the architect’s services, the owner is obliged to notify the architect. See the companion provision in Section 3.1.2.</p>	<p>§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any <b>fault or defect</b> in the Project, <b>including errors, omissions or inconsistencies in the Architect’s Instruments of Service.</b></p>
<p>Clear channels of communication greatly facilitate contract administration. The owner should not give instructions to the contractor without getting the architect’s advice on the consequences these instructions may have on the design, time and cost. Similarly, the owner and contractor should not communicate directly with the architect’s consultants without the architect’s knowledge and permission.</p>	<p>§ 5.10 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.</p>
	<p>§ 5.11 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.</p>

COMMENTARY	B101–2007 TEXT
	<p>§ 5.12 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.</p>
<p><b>ARTICLE 6 COST OF THE WORK</b></p>	
<p>As the project develops from ideas into reality, various elements of cost will inevitably change and become more certain. The definition of cost of the work takes these changes into consideration. During design, for example, the barometer of cost will be the architect’s estimates. Once a contractor’s bid or proposal is accepted, this supersedes the architect’s most recent estimate. Next, the cost of the work is as defined in the owner-contractor agreement as revised by contract modification during construction. When final completion is achieved, the cost will be the total cost paid by the owner for the work.</p> <p>The definition of cost of the work is important for purposes of the owner’s budget, which the architect endeavors to meet. It will also affect the architect’s compensation if compensation is based on a percentage of cost of the work. If the cost of the work exceeds the owner’s budget, the architect may be obligated to provide redesign services at no additional cost to the owner. (See Section 6.7.)</p> <p>Unless the definition of cost includes owner-furnished elements, an architect whose compensation is based on a percentage of cost of the work could be unfairly penalized by certain cost saving measures employed by the owner. For example, a church might use volunteer help or a construction manager for its construction, or a hospital might receive donations of complex and costly equipment. The cost of such volunteered or donated elements should be included in the cost of the work at current market rates. In such situations, the architect is still expected to provide the professional services needed for the design, specification and contract administration using those volunteered or donated elements.</p> <p>Excluding the architect’s compensation from the cost of the work avoids a situation where the architect would be paid a percentage on the architect’s own services. Also excluded are items that are not direct construction costs, which are the owner’s responsibility.</p>	<p>§ 6.1 For purposes of this Agreement, the <b>Cost of the Work</b> 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 <b>does not include the compensation of the Architect</b>, the costs of the land, rights-of-way, financing, contingencies for changes in the Work <b>or other costs that are the responsibility of the Owner.</b></p>
<p>The architect’s cost-estimating services are ongoing and begin with the identification of project requirements. The estimated cost should be compared to the owner’s budget for the cost of the work provided in the Section 1.1 or Exhibit A so that discrepancies between the two can be discussed and resolved at an early date. As design progresses, the cost estimate should be updated and refined.</p> <p>The architect’s estimate of the cost of the work represents the architect’s judgment as to the price likely to be submitted by the contractor when bidding or negotiating the contract sum. The architect has no control over that</p>	<p>§ 6.2 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 5.2, 6.4 and 6.5. Evaluations of the Owner’s budget for the Cost of the Work, the <b>preliminary estimate</b> of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect’s judgment as a design professional. <b>It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor’s methods of determining bid prices; or competitive bidding, market or negotiating</b></p>

COMMENTARY	B101–2007 TEXT
<p>price and cannot guarantee it. It is particularly difficult to estimate costs on renovation projects, unusual designs and building types with which the architect is not normally involved. If greater specificity is required, the owner may obtain detailed cost estimating services under Section 4.1.11. Alternatively, the owner may wish to retain a third-party cost consultant. If the owner does so, then the parties may choose to use B103–2007, which is written to take third-party cost estimation into account.</p>	<p><b>conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner’s budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.</b></p>
<p>If the architect becomes aware of adjustments to the preliminary estimate of the cost of the work (based on current area, volume, or similar conceptual estimating techniques), the architect should inform the owner.</p> <p>Even if the schematic design estimate is unchanged, the architect may wish to confirm this, in writing, with the owner.</p> <p>Alternate bid packages allow the architect and owner to include in the bidding documents separate items which, were they all part of a single package, might cause all bids to exceed the owner’s budget. In that case, the only fair result would be the elimination of those items and the complete rebidding of the work. By use of a base bid and a separate bid on alternates, the owner and the architect can compare the base bid to the owner’s budget and then accept only those alternates which do not result in the total contract price exceeding the owner’s budget.</p>	<p><b>§ 6.3</b> In preparing <b>estimates of the Cost of Work</b>, 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 <b>alternate bids</b> 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 4.</p>
<p>Even a relatively short delay can have a significant impact on construction prices. A 90-day grace period is specified here, but a shorter or longer period may be appropriate depending upon the circumstances.</p>	<p><b>§ 6.4</b> If the Bidding or Negotiation Phase has not commenced <b>within 90 days</b> after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner’s budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.</p>
<p>Under B101, the architect is required to advise the owner and make appropriate recommendations if the architect’s estimate exceeds the owner’s budget for the cost of the work—that is, the amount stated in the Section 1.1 or in Exhibit A.</p>	<p><b>§ 6.5</b> 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 <b>Architect shall make appropriate recommendations</b> 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.</p>
	<p><b>§ 6.6</b> If the Owner’s budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall</p> <ol style="list-style-type: none"> <li>.1 give written approval of an increase in the budget for the Cost of the Work;</li> <li>.2 authorize rebidding or renegotiating of the Project within a reasonable time;</li> <li>.3 terminate in accordance with Section 9.5;</li> <li>.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or</li> <li>.5 implement any other mutually acceptable alternative.</li> </ol>

COMMENTARY	B101–2007 TEXT
<p>If bids or proposals come in over budget and the owner chooses to cooperate with the architect in revising the scope and quality of the project, the architect is obligated to redesign for no additional compensation.</p>	<p><b>§ 6.7</b> If the Owner chooses to proceed under Section 6.6.4, the Architect, <b>without additional compensation</b>, shall modify the Construction Documents as necessary to comply with the Owner’s budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect’s modification of the Construction Documents shall be the limit of the Architect’s responsibility under this Article 6.</p>
<p><b>ARTICLE 7 COPYRIGHTS AND LICENSES</b></p>	
<p>Before transmitting Instruments of Service or other information in digital form, parties should establish protocols for that transmission and may use E201™–2007, Digital Data Protocol Exhibit, for that purpose.</p>	<p><b>§ 7.1</b> The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. <b>If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.</b></p>
<p>Technological advances, such as computer-aided design, have and will continue to have an impact on the architect’s services and the manner in which they are provided. The architect’s services are reflected in instruments of service, such as drawings, specifications, electronic data or interpretive sketches which help the owner to reach the final result, a building project. Because the use or misuse of the architect’s instruments of service affects specific rights and obligations affecting the owner, the construction team and the public, the architect as a licensed professional retains ownership of, control over and responsibility for these documents.</p>	<p><b>§ 7.2</b> The Architect and the Architect’s consultants shall be deemed the authors and owners of their respective <b>Instruments of Service</b>, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect’s consultants.</p>
<p>Under B101–2007, the owner receives a license to use the instruments of service solely and exclusively for constructing, using, maintaining, altering and adding to the project. This license will terminate if the Architect rightfully terminates the agreement for cause due to the owner’s default. The license may also terminate if, following a termination for convenience by the owner or by the architect for suspension of the project, the owner fails to pay the agreed upon licensing fee. (See Section 11.9.) In the absence of such termination the owner retains the license to use the Instruments of Service for certain specified purposes.</p> <p><b>Caution:</b> Serious consequences may result if Article 7 is changed to give the owner broad rights in the architect’s instruments of service and no change is made in Section 9.5 to eliminate the right to terminate the architect at the owner’s convenience.</p> <p>An owner who receives an exclusive license or transference of ownership in the documents or their copyrights may have power to limit the architect’s future creative uses of similar motifs or stylistic devices expressed in the documents.</p>	<p><b>§ 7.3</b> Upon execution of this Agreement, the Architect grants to the Owner a <b>nonexclusive license</b> to use the Architect’s Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect’s consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner’s consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.</p>

COMMENTARY	B101–2007 TEXT
<p>If the owner uses the instruments of service without retaining the author of the instruments of service, the owner agrees to release and indemnify the architect for such uses. If the owner rightfully terminates the agreement for cause, as is set forth in Section 9.4, the owner is not required to release and indemnify the architect for its further use of the Instruments of Service.</p> <p>If the owner terminates the agreement for its convenience, or the architect terminates the agreement due to the owner’s suspension of the project, B101–2007 provides at Section 11.9 for the owner to pay a licensing fee to the architect for the owner’s continued use of the architect’s instruments of service.</p>	<p><b>§ 7.3.1</b> In the event the Owner uses the Instruments of Service <b>without retaining the author of the Instruments of Service</b>, the Owner releases the Architect and Architect’s consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner’s use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply <b>if the Owner rightfully terminates this Agreement for cause</b> under Section 9.4.</p>
<p>Commercial lenders providing project financing will occasionally request the owner to assign all rights in the project to the lender as a condition of the financing, in order to protect against a default on the loan. This sentence makes such assignment ineffective as to the owner’s license to use the architect’s drawings unless the architect has agreed to the assignment.</p>	<p><b>§ 7.4</b> Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. <b>The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect.</b> Any unauthorized use of the Instruments of Service shall be at the Owner’s sole risk and without liability to the Architect and the Architect’s consultants.</p>
<p><b>ARTICLE 8 CLAIMS AND DISPUTES</b></p>	
	<p><b>§ 8.1 GENERAL</b></p>
<p>When an owner seeks to bring a cause of action against an architect, it must be initiated it within the applicable state statute of limitations or statute of repose. In many states, owners have the benefit of the discovery rule, which provides that the time period within which legal proceedings must be initiated begins to run when the alleged injury is discovered or should reasonably have been discovered. B101–2007 requires that binding dispute resolution initiated in accordance with time periods specified in the applicable state law, or within ten years of the date of Substantial Completion, whichever occurs first. As a result, the owner will have the benefit of the discovery rule in states that follow it, but the architect will have the benefit of knowing it will not be exposed to potential liability for more than ten years after the date of substantial completion even in states that follow the discovery rule.</p>	<p><b>§ 8.1.1</b> The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case <b>not more than 10 years after the date of Substantial Completion</b> of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.</p>
<p>The owner-architect agreement must be coordinated with the owner-contractor agreement, which often is executed after the signing of this agreement. For this reason, B101–2007 is linked in several ways to AIA Document A201–2007, General Conditions of the Contract for Construction. Section 8.1.2 provides for a waiver of claims for damages that are covered by property insurance, <i>if</i> such insurance has been purchased and applied to such damages as a requirement of the owner-contractor contract. In the insurance industry this is known as waiver of subrogation. This provision is derived from a parallel provision found in Section 11.3.7 of</p>	<p><b>§ 8.1.2</b> To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the <b>proceeds of such insurance as set forth in AIA Document A201–2007, General Conditions of the Contract for Construction.</b> The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.</p>



COMMENTARY	B101–2007 TEXT
<p>A201–2007, which requires the owner to obtain such waivers from its consultants. The waivers of subrogation prevent the insurance company from suing any of the principal participants on the project to recover what it has paid out to another principal participant for an insured loss. The owner benefits in two ways: first, disputes are avoided on the project and second, only one property insurance policy is needed to protect all principal participants on the project, including contractors, architects, subcontractors, engineers, sub-subcontractors and consultants. This saves the owner money and time, and promotes harmony on the project.</p>	
<p>In contrast to direct damages for breach of contract, consequential damages are indirect and include loss of reputation, loss of business profits and loss of the ability to proceed with other projects. By mutually waiving claims for such unanticipated and even remote damages, the parties remove a source of inflated claims and needless litigation. <b>Caution:</b> If the waiver is deleted from the owner-architect agreement, the architect should also delete the waiver from the architect-consultant agreement. In addition, if the waiver is deleted, the architect should consider negotiating a limitation of liability provision with the owner.</p>	<p><b>§ 8.1.3</b> The Architect and Owner <b>waive consequential damages</b> for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party’s termination of this Agreement, except as specifically provided in Section 9.7.</p>
	<p><b>§ 8.2 MEDIATION</b></p>
<p>The AIA began incorporating mediation into its standard documents in 1991 with the publication of its construction manager-constructor documents. Mediation may be thought of as assisted negotiation. A neutral mediator endeavors to assist the parties in reaching a settlement, but has no authority to impose settlement.</p>	<p><b>§ 8.2.1</b> Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to <b>mediation as a condition precedent</b> to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect’s services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.</p>
<p>In mediation, a third party neutral is used to facilitate and assist the parties in the negotiation of a settlement of a dispute. The mediator does not make any binding decisions regarding the issues. The parties themselves create the solution to their problem in accordance with preset rules of mediation. If the parties cannot arrive at a negotiated resolution, they proceed to the method of binding dispute resolution selected in the agreement. However, past experience has shown mediation to be very successful in resolving a large percentage of disputes.</p> <p>The AAA rules for construction industry mediation and arbitration are available from AAA’s regional offices or from its national headquarters. They are also available at <a href="http://www.adr.org">www.adr.org</a>.</p>	<p><b>§ 8.2.2</b> The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, <b>unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association</b> in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.</p>

COMMENTARY	B101–2007 TEXT
<p>Mediators facilitate negotiations between the parties, but cannot impose settlement terms. However, once the parties come to a negotiated agreement in the course of a mediation, that agreement becomes binding and enforceable. In most instances, the agreement reached in mediation will be memorialized in a writing signed by the parties to be bound.</p>	<p><b>§ 8.2.3</b> The parties shall share the mediator’s fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. <b>Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.</b></p>
<p>In the AIA A201–2007 family of documents, mediation is a condition precedent to any form of binding dispute resolution, but binding arbitration is not mandatory for disputes that fail to settle in mediation. Instead, the parties are required to select at Section 8.2.4 from three choices of binding dispute resolution. If the parties do not select a method of dispute resolution, <i>the default method of dispute resolution is litigation</i>. This is to ensure that any waiver of the Constitutional right to a jury trial is explicit. Of course, if the parties choose litigation, they may always agree later to subject disputes to arbitration instead.</p> <p>The AIA takes the position that selection of a method of dispute resolution such as arbitration is essentially a business decision. Although arbitration is intended to be quicker, less complex and more convenient than litigation, each case has unique factors that may negate some or all of these benefits.</p>	<p><b>§ 8.2.4</b> If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the <b>method of binding dispute resolution</b> shall be the following: <i>(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)</i></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Arbitration pursuant to Section 8.3 of this Agreement</li> <li><input type="checkbox"/> Litigation in a court of competent jurisdiction</li> <li><input type="checkbox"/> Other (Specify)</li> </ul>
	<p><b>§ 8.3 ARBITRATION</b></p>
<p>Arbitration is a formal, binding process for resolving disputes outside of litigation. It requires the selection of one or more arbiters who have judge-like powers to hear the parties’ dispute and make decisions that are enforceable by a court of law. The arbiters are usually building owners, architects, engineers, contractors or lawyers practicing in the construction industry.</p> <p>The parties may select an entity other than the American Arbitration Association to administer the arbitration, but administration of the arbitration by the American Arbitration Association is the default.</p>	<p><b>§ 8.3.1</b> If the parties have selected <b>arbitration</b> as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, <b>unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association</b> in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.</p>
<p>Mediation is a condition precedent to, and must occur before, binding dispute resolution.</p> <p>Binding dispute resolution proceedings, including arbitration, must be initiated within the applicable limitations period prescribed by statute or the agreement (see Section 8.1.1).</p>	<p><b>§ 8.3.1.1</b> A demand for arbitration shall be made no earlier than <b>concurrently with the filing of a request for mediation</b>, but in no event shall it be made <b>after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations</b>. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.</p>
	<p><b>§ 8.3.2</b> The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.</p>



COMMENTARY	B101–2007 TEXT
Like court decisions, arbitration awards are fully enforceable in a court of law.	§ 8.3.3 The award rendered by the arbitrator(s) <b>shall be final</b> , and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
	§ 8.3.4 CONSOLIDATION OR JOINDER
The 2007 documents are much more permissive in allowing consolidation of arbitrations than the 1997 documents. B101–2007 permits the owner and architect to consolidate an arbitration with any other arbitration they are engaged in as long as the three enumerated conditions are met. In addition, once an arbitration is consolidated into an arbitration between the owner and architect, any party to the consolidated arbitration may further consolidate the proceeding with other arbitrations it is involved in, subject to the three conditions set forth in Section 8.3.4.1. (See Section 8.3.4.3.)	§ 8.3.4.1 Either party, at its sole discretion, may <b>consolidate an arbitration</b> conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).
As with consolidation, the joinder provisions of the 2007 documents have been revised to make joinder of additional parties easier. B101–2007 permits a party to an arbitration to join a third party so long as the issue with the third party involves a common question of law or fact, the third party’s presence is necessary to accord complete relief and the party sought to be joined agrees to the joinder. This closely resembles the rules for permissive joinder found in litigation.	§ 8.3.4.2 Either party, at its sole discretion, may <b>include by joinder</b> persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.
This section and the other provisions on consolidation and joinder are intended to facilitate the orderly resolution of disputes and to avoid the need for multiple arbitrations involving the same issues but involving claims between project participants.	§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.
<b>ARTICLE 9 TERMINATION OR SUSPENSION</b>	
The owner-architect agreement represents a business transaction. In exchange for the owner’s receipt of the benefit of the architect’s services, the architect expects the benefit of timely payment of the agreed-upon compensation. Thus, nonpayment is a serious matter and may be treated as justification for suspension or even termination of services.	§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect’s option, cause for <b>suspension of performance of services</b> under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days’ written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect’s services. The Architect’s fees for the remaining services and the time schedules shall be equitably adjusted.
For any number of reasons, the owner may need to suspend the project. Typically, the architect has predicated staffing and timing of services based upon a continuous and uninterrupted process. Unless the agreement and the initial project schedule anticipated a suspension, an equitable adjustment in compensation and time schedule may be appropriate.	§ 9.2 If the <b>Owner suspends the Project</b> , the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect’s services. The Architect’s fees for the remaining services and the time schedules shall be equitably adjusted.

COMMENTARY	B101–2007 TEXT
<p>If the architect terminates the agreement pursuant to this provision, the owner’s license to use the architect’s instruments of service will terminate unless the owner pays a licensing fee for continued use of the instruments of service as set forth in Section 11.9.</p>	<p><b>§ 9.3</b> If the <b>Owner suspends the Project for more than 90 cumulative days</b> for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days’ written notice.</p>
<p>If the architect terminates the agreement for cause, the license granted to the owner for continued use of the architect’s instruments of service pursuant to Section 7.3 shall terminate.</p> <p>If the owner terminates the agreement for cause, the owner’s indemnity obligation pursuant to Section 7.3.1 shall not apply.</p>	<p><b>§ 9.4</b> <b>Either party may terminate this Agreement</b> upon not less than seven days’ written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.</p>
<p>The owner’s right to terminate for convenience is a right that should be exercised cautiously, since there are consequences for both the owner and the architect. The architect will be entitled to termination expenses, since termination for the owner’s convenience is not the fault of the architect. In addition, if the owner terminates the agreement pursuant to this provision, the owner’s license to use the architect’s instruments of service will terminate unless the owner pays a licensing fee for continued use of the instruments of service as set forth in Section 11.9.</p> <p><b>Caution:</b> If Article 7 is changed to give the owner broad rights in the architect’s instruments of service, a corresponding change in Section 9.5 may be necessary to re-balance the rights of the parties by eliminating or abridging the owner’s right to terminate the architect at the owner’s convenience.</p>	<p><b>§ 9.5</b> The Owner may terminate this Agreement upon not less than seven days’ written notice to the Architect for the <b>Owner’s convenience</b> and without cause.</p>
	<p><b>§ 9.6</b> In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.</p>
<p>The architect’s termination expenses may include the costs of terminating consultants’ contracts, reducing staff and even terminating leases on office space and equipment. In addition, the architect’s inducement for entering the agreement, which is profit, is expected to be fully paid.</p>	<p><b>§ 9.7 Termination Expenses</b> are in addition to compensation for the Architect’s services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect’s anticipated profit on the value of the services not performed by the Architect.</p>
	<p><b>§ 9.8</b> The Owner’s rights to use the Architect’s Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.</p>
<p><b>ARTICLE 10 MISCELLANEOUS PROVISIONS</b></p>	
<p>The law of the place where the Project is located will be used in interpreting this agreement. The Federal Arbitration Act has broad application and gives validity to most arbitration provisions. This provision is in part intended to facilitate enforcement of the arbitration provisions of the agreement, and to avoid the unintended consequence of nullification of the agreement to arbitrate by state statutes, such as consumer protections statutes that nullify agreements to arbitrate made prior to the dispute arising.</p>	<p><b>§ 10.1</b> This Agreement shall be governed by <b>the law of the place where the Project is located</b>, except that if the parties have selected arbitration as the method of binding dispute resolution, the <b>Federal Arbitration Act</b> shall govern Section 8.3.</p>

COMMENTARY	B101–2007 TEXT
<p>By this cross-reference, the parties agree to adopt the terminology found in A201–2007, including such terms as “Work”, “Contract Documents”, “Drawings”, “Contractor” and “Substantial Completion.” Terms with specialized meanings are generally defined and capitalized in AIA documents.</p>	<p><b>§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2007, General Conditions of the Contract for Construction.</b></p>
<p>Because the architect’s professional services are often unique to that individual or firm, assignment of this agreement is only permitted to third parties with the architect’s agreement. The only exception involves an assignment to the owner’s lender who is providing financing for the project.</p>	<p><b>§ 10.3</b> The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. <b>Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other</b>, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner’s rights and obligations under this Agreement.</p>
<p>A request for the architect’s certificate or consent often occurs because of the owner’s dealings with other entities that have indirect interests in the project, such as financial institutions. For example, the owner may be required by the lender to submit an architect’s certificate at the loan closing. This can result in substantial pressure on the architect to submit the certificate, even though there may be no specific contractual obligation to do so.</p> <p>Note, however, that if construction contract administration services are to be provided under AIA Document A201–2007, the architect is obliged to certify the contractor’s payment requests, date of substantial completion and causes permitting termination of the contractor. (See AIA Document G702–1992, Application and Certificate for Payment, for example.) The language provided by some banks for such certificates may impose unwarranted liability on the architect. This provision gives the architect time to review such language with legal counsel and to suggest modifications. See AIA Document B503–2007 for suggested language for use on such certificates.</p> <p>Because the architect’s professional services are often unique to that individual or firm, assignment of this agreement is only permitted to third parties with the architect’s agreement. The only exception involves an assignment to the owner’s lender who is providing financing for the project.</p>	<p><b>§ 10.4</b> If the Owner requests the Architect to execute <b>certificates</b>, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute <b>consents</b> reasonably required to facilitate <b>assignment to a lender</b>, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.</p>
<p>This agreement obligates the parties only to each other and not to others, such as lenders, contractors, construction workers or sureties.</p>	<p><b>§ 10.5</b> Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a <b>third party</b> against either the Owner or Architect.</p>
<p>Hazardous materials may require special handling and licensing procedures. Unless the owner and architect agree that the architect will deal with these matters, the architect has no responsibility for them.</p>	<p><b>§ 10.6</b> Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, <b>hazardous materials</b> or toxic substances in any form at the Project site.</p>
<p>Unless an owner informs the architect that such matters are confidential, the architect has the right to photograph and to show the results of the design to the public and to future clients.</p>	<p><b>§ 10.7</b> The Architect shall have the right to include <b>photographic or artistic representations of the design</b> of the Project among the Architect’s promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect’s materials shall</p>

COMMENTARY	B101–2007 TEXT												
	not include the Owner’s confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner’s promotional materials for the Project.												
An essential element of a professional-client relationship is trust and the sharing of confidences. Section 10.8 establishes that the architect and owner will not disclose each other’s confidential information unless certain enumerated exceptions apply.	<p><b>§ 10.8</b> If the Architect or Owner receives information specifically designated by the other party as “confidential” or “business proprietary,” <b>the receiving party shall keep such information strictly confidential</b> and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.</p>												
<b>ARTICLE 11 COMPENSATION</b>													
An architect may be compensated using various methods. The instructions to B101 enumerate ten distinct methods of compensation and provide model text for six of them. In some situations, a combination of compensation methods may be chosen by the parties.  The AIA makes no representation as to the appropriateness of any of these compensation methods on a particular project. The choice of a compensation method is a business decision for the owner and architect. The AIA makes no recommendations and has no guidelines or schedules that specify the amount of compensation an architect should be paid.	<p><b>§ 11.1</b> For the Architect’s Basic Services described under Article 3, <b>the Owner shall compensate the Architect as follows:</b> <i>(Insert amount of, or basis for, compensation.)</i></p>												
As with compensation under Section 11.1, the method of adjustment for additional services is left to the parties. It is important to establish a method of compensation for additional services at the outset, to avoid disagreement on this point later.	<p><b>§ 11.2</b> For Additional Services designated in Section 4.1, <b>the Owner shall compensate the Architect as follows:</b> <i>(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)</i></p>												
As with compensation under Section 11.2, the method of adjustment for Additional Services is left to the parties. Establishing such a method in the agreement removes a potential cause of disagreement when additional services have been rendered and the architect seeks compensation.	<p><b>§ 11.3</b> For Additional Services that may arise during the course of the Project, including those under Section 4.3, <b>the Owner shall compensate the Architect as follows:</b> <i>(Insert amount of, or basis for, compensation.)</i></p>												
	<p><b>§ 11.4</b> Compensation for Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (     %), or as otherwise stated below:</p>												
The percent of compensation set forth for all Phases should total 100%.	<p><b>§ 11.5</b> 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:</p> <table data-bbox="852 1759 1453 1913"> <tr> <td>Schematic Design Phase</td> <td>percent (   %)</td> </tr> <tr> <td>Design Development Phase</td> <td>percent (   %)</td> </tr> <tr> <td>Construction Documents Phase:</td> <td>percent (   %)</td> </tr> <tr> <td>Bidding or Negotiation Phase:</td> <td>percent (   %)</td> </tr> <tr> <td>Construction Phase:</td> <td>percent (   %)</td> </tr> <tr> <td>Total Basic Compensation</td> <td>one hundred percent (100.00%)</td> </tr> </table>	Schematic Design Phase	percent (   %)	Design Development Phase	percent (   %)	Construction Documents Phase:	percent (   %)	Bidding or Negotiation Phase:	percent (   %)	Construction Phase:	percent (   %)	Total Basic Compensation	one hundred percent (100.00%)
Schematic Design Phase	percent (   %)												
Design Development Phase	percent (   %)												
Construction Documents Phase:	percent (   %)												
Bidding or Negotiation Phase:	percent (   %)												
Construction Phase:	percent (   %)												
Total Basic Compensation	one hundred percent (100.00%)												

COMMENTARY	B101–2007 TEXT
	<p><b>§ 11.6</b> 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 11.5 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.</p>
	<p><b>§ 11.7</b> 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. <i>(If applicable, attach an exhibit of hourly billing rates or insert them below.)</i></p>
	<p><b>§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES</b></p>
<p>The costs that fall into the reimbursable expenses category are largely outside of the architect’s ability to estimate with any accuracy at the beginning of a project. Such an estimate, with a contingency to reflect the uncertainties involved, would have to be made if these costs were included in the architect’s compensation. Thus, an owner might pay more under such an arrangement than by reimbursing the architect for these costs as they are incurred. The list of expenses described in the agreement may be modified by addition, deduction or even placement of a limit on them. A general limitation on all of these expenses is that they must be “directly related to the project,” and thus are not part of the architect’s overhead costs.</p>	<p><b>§ 11.8.1 Reimbursable Expenses</b> are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, as follows:</p> <ol style="list-style-type: none"> <li>.1 Transportation and authorized out-of-town travel and subsistence;</li> <li>.2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;</li> <li>.3 Fees paid for securing approval of authorities having jurisdiction over the Project;</li> <li>.4 Printing, reproductions, plots, standard form documents;</li> <li>.5 Postage, handling and delivery;</li> <li>.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;</li> <li>.7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;</li> <li>.8 Architect’s Consultant’s expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect’s consultants;</li> <li>.9 All taxes levied on professional services and on reimbursable expenses;</li> <li>.10 Site office expenses; and</li> <li>.11 Other similar Project-related expenditures</li> </ol>
	<p><b>§ 11.8.2</b> For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect’s consultants plus _____ percent ( _____ %) of the expenses incurred.</p>



COMMENTARY	B101–2007 TEXT
<p>This provision permits the parties to provide an agreed-upon amount of compensation to be paid to the architect for the owner’s continued use of the architect’s Instruments of Service if the owner terminates the agreement for convenience pursuant to Section 9.5 or if the architect terminates due to the owner’s suspension of the project pursuant to Section 9.3.</p>	<p><b>§ 11.9 COMPENSATION FOR USE OF ARCHITECT’S INSTRUMENTS OF SERVICE</b></p> <p>If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner’s continued use of the Architect’s Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:</p>
	<p><b>§ 11.10 PAYMENTS TO THE ARCHITECT</b></p>
<p>The project’s circumstances and the architect’s past relationship with the owner may influence the amount, if any, of the initial payment. Remember that the owner has the right to terminate for convenience, which can be exercised before the first month has passed after the agreement was signed. Under Section 9.6, the architect is entitled to termination expenses, but may still experience difficulty in getting paid.</p>	<p><b>§ 11.10.1</b> An <b>initial payment</b> of _____ Dollars (\$ _____ ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner’s account in the final invoice.</p>
<p>This provision will have to be modified if payments are to be made based upon the stage of the project’s progress or based upon a time period other than that of one month. This rate is established by state statute and varies from state to state.</p>	<p><b>§ 11.10.2</b> Unless otherwise agreed, payments for services shall be made <b>monthly</b> in proportion to services performed. Payments are due and payable upon presentation of the Architect’s invoice. Amounts unpaid ( _____ ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at <b>the legal rate</b> prevailing from time to time at the principal place of business of the Architect. <i>(Insert rate of monthly or annual interest agreed upon.)</i></p>
<p>The percentage method of compensation is especially prone to abuse when deductions are made to the cost of the work due to such things as damages caused by the contractor. No deductions in payment to the architect are allowed in such situations.</p>	<p><b>§ 11.10.3</b> <b>The Owner shall not withhold amounts from the Architect’s compensation</b> to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.</p>
<p>Because reimbursable expenses, hourly rates and direct personnel expenses are direct costs, the owner has the right to examine the architect’s records with regard to them. This permission, however, does not include the right to examine other records of the architect.</p>	<p><b>§ 11.10.4</b> <b>Records of Reimbursable Expenses</b>, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.</p>
<p><b>ARTICLE 12 SPECIAL TERMS AND CONDITIONS</b></p>	
<p>Any modifications to the standard terms of the document should be inserted here if not otherwise inserted elsewhere in the document. For more information about modifying this agreement see the document Instructions and see B503–2007, Guide for Amendments to AIA Owner-Architect Agreements.</p>	<p>Special terms and conditions that <b>modify</b> this Agreement are as follows:</p>
<p><b>ARTICLE 13 SCOPE OF THE AGREEMENT</b></p>	
<p>Note that amendments to this agreement must be in writing. Many decisions are made during the design and construction of the project that may impact the nature and scope of services provided by the architect. To the extent</p>	<p><b>§ 13.1</b> This Agreement represents the <b>entire and integrated agreement</b> between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This</p>

COMMENTARY	B101–2007 TEXT				
<p>decisions are made by the owner that add to or delete from the scope of services to be provided, or that conflict with the initial terms of the owner-architect agreement, those decisions, and resulting modifications to the scope of services, project schedule, and architect’s compensation, should be documented in a writing signed by the parties.</p>	<p>Agreement may be amended only by written instrument signed by both Owner and Architect.</p>				
<p>Before transmitting Instruments of Service or any other data in digital form, parties should establish protocols for that transmission, and may use E201–2007, Digital Data Protocol Exhibit, for that purpose.</p> <p>If the nature and scope of the Architect’s services or compensation are based upon, or effected by, information in other documents, such as preliminary studies or project descriptions or proposals, those documents should be referenced here.</p>	<p><b>§ 13.2</b> This Agreement is comprised of the following documents listed below:</p> <ul style="list-style-type: none"> <li>.1 AIA Document B101–2007, Standard Form Agreement Between Owner and Architect</li> <li>.2 AIA Document E201–2007, <b>Digital Data Protocol Exhibit</b>, if completed, or the following:</li> <li>.3 <b>Other documents:</b> <i>(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)</i></li> </ul>				
<p>The authorized representatives of both parties should sign, indicating their official capacity to bind the owner or architect. For corporations and governmental entities, a document showing proof of their authority should be attached.</p>	<p>This Agreement entered into as of the day and year first written above.</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"> <p>_____</p> <p><b>OWNER</b> <i>(Signature)</i></p> </td> <td style="width: 50%; border: none;"> <p>_____</p> <p><b>ARCHITECT</b> <i>(Signature)</i></p> </td> </tr> <tr> <td style="width: 50%; border: none;"> <p>_____</p> <p><i>(Printed name and title)</i></p> </td> <td style="width: 50%; border: none;"> <p>_____</p> <p><i>(Printed name and title)</i></p> </td> </tr> </table>	<p>_____</p> <p><b>OWNER</b> <i>(Signature)</i></p>	<p>_____</p> <p><b>ARCHITECT</b> <i>(Signature)</i></p>	<p>_____</p> <p><i>(Printed name and title)</i></p>	<p>_____</p> <p><i>(Printed name and title)</i></p>
<p>_____</p> <p><b>OWNER</b> <i>(Signature)</i></p>	<p>_____</p> <p><b>ARCHITECT</b> <i>(Signature)</i></p>				
<p>_____</p> <p><i>(Printed name and title)</i></p>	<p>_____</p> <p><i>(Printed name and title)</i></p>				



# B101™ – 2007 Exhibit A, Initial Information

COMMENTARY	B101–2007 TEXT
<b>COVER PAGE</b>	
	<p><b>for the following PROJECT:</b> <i>(Name and location or address)</i></p>
	<p><b>THE OWNER:</b> <i>(Name and address)</i></p>
	<p><b>THE ARCHITECT:</b> <i>(Name and address)</i></p>
	<p>This Agreement is based on the following information. <i>(Note the disposition for the following items by inserting the requested information or a statement such as “not applicable,” “unknown at time of execution” or “to be determined later by mutual agreement.”)</i></p>
<b>ARTICLE A.1 PROJECT INFORMATION</b>	
<p>A description of the owner’s purpose or goals for the project is often helpful to give a clear focus to the mutual understanding of the parties. A building’s intended use may often be described by its classification under the applicable building code or zoning ordinance.</p>	<p><b>§ A.1.1 The Owner’s program for the Project:</b> <i>(Identify documentation or state the manner in which the program will be developed.)</i></p>
<p>A description of the physical characteristics of the project helps to establish the expectations of the parties and to define scope. It also helps to identify or highlight unique characteristics of the project or project site that may impact design.</p>	<p><b>§ A.1.2 The Project’s physical characteristics:</b> <i>(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)</i></p>
<p>Setting a budget for the cost of the work, and adjusting the budget as project design progresses, may require the mutual collaboration of the owner and architect. It may be necessary for the owner to increase or decrease the budget for the project for any of a number of reasons. The architect must be ever mindful of the owner’s budget and endeavor to provide a design that can be built within the budget, as amended from time to time.</p>	<p><b>§ A.1.3 The Owner’s budget for the Cost of the Work, as defined in Section 6.1:</b> <i>(Provide total, and if known, a line item break down.)</i></p>
<p>Schedule constraints may impact cost. For the owner, time may be more important than money. For the architect, an inflexible time frame, such as that used for fast track scheduling, often requires substantial staff overtime. Thus, this information is likely to affect the calculation of the architect’s compensation under this agreement.</p>	<p><b>§ A.1.4 The Owner’s other anticipated scheduling information, if any, not provided in Section 1.2:</b></p>
<p>As with other parameters, the proposed procurement method may impact project cost and the project schedule. Delaying or changing a decision on these methods may impact the timing and method of delivery of the architect’s services.</p>	<p><b>§ A.1.5 The Owner intends the following procurement or delivery method for the Project:</b> <i>(Identify method such as competitive bid, negotiated contract, or construction management.)</i></p>
<p>Each project has its special characteristics and unique needs that may be listed here. B101–2007 requires the architect to discuss with the owner the feasibility of incorporating environmentally responsible design approaches into the</p>	<p><b>§ A.1.6 Other Project information:</b> <i>(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)</i></p>

COMMENTARY	B101–2007 TEXT
<p>project. (See Section 3.2.6.) The AIA publishes a number of “scope of services” documents that identify and provide a detailed description of special services the architect might provide for a project, such as services associated with an historic preservation project. A review of the scope of services documents might help to identify special characteristics or needs of the project to be addressed.</p>	
<b>ARTICLE A.2 PROJECT TEAM</b>	
<p>This representative is authorized to act on behalf of, and to bind, the owner. When the owner is an individual, that person will often serve as the representative. When the owner is a corporation or governmental entity, on the other hand, it can only act through agents. In those situations, it is very important to identify one person, such as the corporation’s president or the school board’s chairman, who has final authority to make firm decisions. Confusion over decision-making authority, and acting on directions given by persons without final authority, can lead to needless delays and wasted effort (e.g., redesign).</p>	<p><b>§ A.2.1</b> The <b>Owner</b> identifies the following <b>representative</b> in accordance with Section 5.3: <i>(List name, address and other information.)</i></p>
<p>With the proliferation of review boards, internal staff committees, and other oversight groups, many owners need to inform their architect about who should be expected to review the architect’s submittals. By obtaining this information in advance, the architect can plan time schedules that more realistically reflect the approved process. It is important to recognize the difference between persons who are required to review the architect’s submittals, and provide input to the owner, and those persons who have actual authority to make decisions and give directions on behalf of the owner. (See Section A.2.1.)</p>	<p><b>§ A.2.2</b> The <b>persons or entities, in addition to the Owner’s representative</b>, who are required to review the Architect’s submittals to the Owner are as follows: <i>(List name, address and other information.)</i></p>
<p>Sometimes an owner has made arrangements with other consultants or contractors whom the owner wishes to utilize on the project. These persons or entities should be listed here to inform the architect of their involvement. The architect can then appropriately coordinate the architect’s activities with them.</p>	<p><b>§ A.2.3</b> The <b>Owner</b> will retain the following <b>consultants and contractors</b>: <i>(List discipline and, if known, identify them by name and address.)</i></p>
<p>This representative is authorized to act on behalf of, and to bind, the architect. If the architect is a sole proprietor, that person will be the representative. If the architect is a partnership, one of the partners will be the representative. If a professional corporation or limited liability company is involved, however, the representative may be merely an agent of such an entity. Here again, it is very important to identify one person, such as the corporation’s president who has final authority to make firm decisions. Confusion over decision-making authority can lead to needless delays and wasted effort.</p>	<p><b>§ A.2.4</b> The <b>Architect</b> identifies the following <b>representative</b> in accordance with Section 2.3: <i>(List name, address and other information.)</i></p>
<p>Depending upon the scope of services, the architect may need to retain specialized consultants whose services will be coordinated by the architect. If the expenses from any of the architect’s consultants are to be directly reimbursed by the owner, this should be noted in the provisions on compensation.</p>	<p><b>§ A.2.5</b> The <b>Architect</b> will retain the <b>consultants</b> identified in Sections A.2.5.1 and A.2.5.2. <i>(List discipline and, if known, identify them by name and address.)</i></p>

COMMENTARY	B101–2007 TEXT
	<p>§ A.2.5.1 Consultants retained under Basic Services:</p> <ul style="list-style-type: none"> <li>.1 Structural Engineer</li> <li>.2 Mechanical Engineer</li> <li>.3 Electrical Engineer</li> </ul>
	<p>§ A.2.5.2 Consultants retained under Additional Services:</p>
<p>Other relevant information may be identified through discussions regarding the rest of the document and its scope of services. For instance, in Section 2.4, the architect is required to disclose any conflicts of interest to the owner. This is a good place to document that information.</p>	<p>§ A.2.6 Other Initial Information on which the Agreement is based: (Provide other Initial Information.)</p>

## Other 2007 Owner-Architect Agreements and Scope of Services Documents

The following 2007 Owner-Architect Agreements and scope of services documents follow the format and/or terminology used in B101–2007:

### **B102™–2007 (formerly B141™–1997 Part 1), Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect’s Services**

B102–2007 replaces and serves the same purpose as B141–1997 Part 1. B102 is a standard form of agreement between owner and architect that contains initial information, terms and conditions, and compensation details. B102 does not include a scope of Architect’s services. The separation of the scope of services from the owner-architect agreement allows users the freedom to append alternative scopes of services. AIA standard form scopes of services documents that may be paired with B102 include:

B201™–2007, Design and Construction Contract Administration

B203™–2007, Site Evaluation and Planning

B204™–2007, Value Analysis

B205™–2007, Historic Preservation

B206™–2007, Security Evaluation and Planning

B209™–2007, Construction Contract Administration

B210™–2007, Facility Support Services

B211™–2007, Commissioning

B214™–2007, LEED® Certification

B252™–2007, Architectural Interior Design

B253™–2007, Furniture, Furnishings and Equipment Design

### **B152™–2007 (formerly B171™ID–2003), Standard Form of Agreement Between Owner and Architect for Architectural Interior Design Services**

B152–2007 is a standard form of agreement between the owner and architect for design services related to furniture, furnishings and equipment (FF&E) as well as to architectural interior design. B152 is based on the previous B171™ID–2003 as revised to follow the format and terminology used in the other 2007 standard form owner–architect agreements. B152 is intended for use in conjunction with A251™–2007, General Conditions of the Contract for Furniture, Furnishings and Equipment, and A201–2007, General Conditions of the Contract for Construction, both of which it incorporates by reference.

**B153<sup>TM</sup>–2007 (formerly B175<sup>TM</sup> ID–2003), Standard Form of Agreement Between Owner and Architect for Furniture, Furnishings and Equipment Design Services**

B153–2007 is a standard form of agreement between the owner and architect for design services related solely to furniture, furnishings and equipment (FF&E). B153 is based on the previous B175<sup>TM</sup>ID–2003 as revised to follow the format and terminology used in the other 2007 standard form owner-architect agreements. B153 is intended for use in conjunction with A251<sup>TM</sup>–2007, General Conditions of the Contract for Furniture, Furnishings and Equipment, which it incorporates by reference.

**B201<sup>TM</sup>–2007 (formerly B141<sup>TM</sup>–1997 Part 2), Standard Form of Architect’s Services: Design and Construction Contract Administration**

B201–2007 is a scope of services document that replaces AIA Document B141–1997 Part Two. B201 defines the architect’s traditional scope of services for design and construction contract administration in a standard form that the owner and architect can modify to suit the needs of the project. The services set forth in B201 parallel those set forth in B101–2007, the traditional division of services into Basic and Additional Services, with five phases of Basic Services.

**B203<sup>TM</sup>–2007 (formerly B203<sup>TM</sup>–2005), Standard Form of Architect’s Services: Site Evaluation and Planning**

B203<sup>TM</sup>–2007 is a scope of services document that is intended for use where the architect provides the owner with services to assist in site selection for a project. Under this scope, the architect’s services may include analysis of the owner’s program and alternative sites, site utilization studies, and other analysis, such as planning and zoning requirements, site context, historic resources, utilities, environmental impact, and parking and circulation.

**B204<sup>TM</sup>–2007 (formerly B204<sup>TM</sup>–2004), Standard Form of Architect’s Services: Value Analysis**

B204–2007 is a scope of services document that establishes duties and responsibilities when the owner has employed a Value Analysis Consultant. This document provides the architect’s services in three categories: Pre-Workshop Services, Workshop Services and Post-Workshop Services. The services include presenting the project’s goals and design rationale at the Value Analysis Workshop, reviewing and evaluating each Value Analysis Proposal, and preparing a Value Analysis Report for the owner that, among other things, advises the owner of the estimate of the cost of the work resulting from the implementation of the accepted Value Analysis Proposals.

**B205<sup>TM</sup>–2007 (formerly B205<sup>TM</sup>–2004), Standard Form of Architect’s Services: Historic Preservation**

B205–2007 is a scope of services document that establishes duties and responsibilities where the architect provides services for projects that are historically sensitive. The range of the architect’s services under this scope spans the life of the project and may require the architect to be responsible for preliminary surveys, applications for tax incentives, nominations for landmark status, analysis of historic finishes, and other services specific to historic preservation projects.

**B206<sup>TM</sup>–2007 (formerly B206<sup>TM</sup>–2004), Standard Form of Architect’s Services: Security Evaluation and Planning**

B206–2007 is a scope of services document that establishes duties and responsibilities where the architect provides services for projects that require greater security features and protection than would normally be incorporated into a building design. This scope requires the architect to identify and analyze the threats to a facility, survey the facility with respect to those threats, and prepare a Risk Assessment Report. Following the owner’s approval of the Report, the architect prepares design documents and a Security Report.

**B209<sup>TM</sup>–2007 (formerly B209<sup>TM</sup>–2005), Standard Form of Architect’s Services: Construction Phase Administration**

B209–2007 is a scope of services document that establishes duties and responsibilities when an architect provides only Construction Phase services and the owner has retained another architect for design services. This scope requires the architect to perform the traditional contract administration services while design services are provided by another architect.

**B210<sup>TM</sup>–2007 (formerly B210<sup>TM</sup>–2004), Standard Form of Architect’s Services: Facility Support Services**

B210–2007 is a scope of services document that focuses attention on providing the owner with means and measures to ensure the proper function and maintenance of the building and site after final completion. This scope provides a menu of choices of services, including initial existing condition surveys of the building and its systems, evaluation of operating costs, and code compliance reviews.

**B211<sup>TM</sup>–2007 (formerly B211<sup>TM</sup>–2004), Standard Form of Architect’s Services: Commissioning**

B211–2007 is a scope of services document that requires the architect to, based on the owner’s identification of systems to be commissioned, develop a Commissioning Plan, a Design Intent Document, and Commissioning Specifications. It also requires the architect to review the contractor’s submittals and other documentation related to the systems to be commissioned, observe and document performance tests, train operators, and prepare a Final Commissioning Report.

**B214™–2007 (formerly B214™–2004), Standard Form of Architect’s Services: LEED® Certification**

B214–2007 is a scope of services document that establishes duties and responsibilities when the owner seeks certification from the U.S. Green Building Council’s Leadership in Energy and Environmental Design (LEED®). Among other things, the architect’s services include conducting a pre-design workshop where the LEED® rating system will be reviewed and LEED® points shall be targeted, preparing a LEED® Certification Plan, monitoring the LEED® Certification process, providing LEED® specifications for inclusion in the Contract Documents and preparing a LEED® Certification Report detailing the LEED® rating the project achieved.

**B252™–2007 (formerly B252™–2005), Standard Form of Architect’s Services: Architectural Interior Design**

B252–2007 is a scope of services document that establishes duties and responsibilities where the architect provides both architectural interior design services and design services for Furniture, Furnishings and Equipment (FF&E). The scope of services in B252 is substantially similar to the services described in B152–2007. Unlike B152, B252 is a scope of services document only and may not be used as a stand-alone owner-architect agreement.

**B253™–2007 (formerly B253™–2005), Standard Form of Architect’s Services: Furniture, Furnishings and Equipment Design**

B253–2007 is a scope of services document that establishes duties and responsibilities where the architect provides design services for Furniture, Furnishings and Equipment (FF&E). The scope of services in B253 is substantially similar to the services described in B153–2007. Unlike B153, B253 is a scope of services document only and may not be used as a stand-alone owner-architect agreement.