



AIA[®] Document B209[™] – 2007

Standard Form of Architect's Services: Construction Contract Administration, for use where the Owner has retained another Architect for Design Services

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

THE OWNER:
(Name, legal status and address)

THE ARCHITECT:
(Name, legal status and address)

THE OWNER'S DESIGN ARCHITECT:
(State the name and address of the Owner's Design Architect described in Section 2.1 exactly as identified in the agreement between the Owner and the Owner's Design Architect.)

THE AGREEMENT

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

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

Before using this document, verify whether the jurisdiction where the Project is located requires the architect that signs and/or seals the Contract Documents also to perform construction contract administration.

This document provides the Architect's scope of services only and must be used with an owner-architect agreement. It may be used with AIA Document G802[™]-2007, Amendment to the Professional Services Agreement, to create a modification to any owner-architect agreement.

ARTICLE 1 INITIAL INFORMATION

The Architect's performance of the services set forth in this document is based upon the following information. Material changes to this information may entitle the Architect to Additional Services.

(List below information, including conditions or assumptions, that will affect the Architect's performance.)

ARTICLE 2 CONSTRUCTION CONTRACT ADMINISTRATION SERVICES

§ 2.1 The Architect (hereinafter, the Contract Administration Architect) shall provide Construction Contract Administration Services for the Project independently of the Owner's Design Architect, who is responsible for preparing the Project Design and Contract Documents for the Project but is not a party to this Agreement.

§ 2.2 The Contract Administration Architect shall administer the Contract for Construction. The Contract Administration Architect shall coordinate its services and those of its consultants with those services provided by the Owner and the Owner's consultants, including the Owner's Design Architect.

§ 2.3 The Contract Administration Architect shall consult with the Owner's Design Architect as required herein to perform the Construction Contract Administration Services. When the Contract Administration Architect is required to consult with the Owner's Design Architect, the Contract Administration Architect shall inform the Owner and the Owner's Design Architect of the matter and the nature of the response requested. If the Contract Administration Architect does not receive a response with reasonable promptness or is unable to agree with the response received, the Contract Administration Architect shall notify the Owner, who shall promptly (1) consult with the Owner's Design Architect and the Contract Administration Architect, (2) decide the matter, and (3) notify both the Owner's Design Architect and the Contract Administration Architect of its decision. The Contract Administration Architect shall not be responsible for untimely performance on the part of the Owner's Design Architect.

§ 2.4 Subject to Section 3.3, the Contract Administration Architect's responsibility to provide the Contract Administration Services commences with Bidding or Negotiation Services and terminates on the date the Contract Administration Architect issues the final Certificate for Payment.

§ 2.5 The Contract Administration Architect shall provide administration of the Contract between the Owner and the Contractor as set forth herein and in AIA Document A201™-2007, General Conditions of the Contract for Construction. If the Owner and the Contractor modify AIA Document A201-2007, those modifications shall not affect the Contract Administration Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 2.6 The Contract Administration Architect shall advise and consult with the Owner during the provision of the Construction Contract Administration Services. The Contract Administration Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Contract Administration 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 Contract Administration Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Contract Administration Architect shall be responsible for the Contract Administration Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

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

§ 2.8 Interpretations and decisions of the Contract Administration Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents. The Contract Administration Architect shall consult with the Owner's Design Architect before issuing interpretations and decisions in writing or in the form of drawings. When making such interpretations and decisions, the Contract Administration Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for the results of interpretations or decisions rendered in good faith.

§ 2.9 If appropriate, the Contract Administration Architect shall, on the Owner's behalf, prepare, reproduce and distribute supplemental drawings, specifications and interpretations in response to requests for information by the Contractor relative to changed requirements and schedule revisions. The Contract Administration Architect shall consult with the Owner's Design Architect before preparing, reproducing and distributing supplemental drawings, specifications and interpretations in response to requests for information by the Contractor relative to changed requirements and schedule revisions.

§ 2.10 The Contract Administration Architect shall decide matters relating to aesthetic effect. The Contract Administration Architect shall consult with the Owner's Design Architect before deciding such matters. Such decisions shall be final if consistent with the intent expressed in the Contract Documents.

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

§ 2.12 Terms in this document shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 2.13 Bidding or Negotiation Services

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

§ 2.13.2 Competitive Bidding

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

§ 2.13.2.2 The Contract Administration Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .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 the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .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 addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 2.13.2.3 If the Bidding Documents permit substitutions, the Contract Administration Architect, in consultation with the Owner's Design Architect, shall consider requests for substitutions and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 2.13.3 Negotiated Proposals

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

§ 2.13.3.2 The Contract Administration Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 2.13.3.3 If the Proposal Documents permit substitutions, the Contract Administration Architect, in consultation with the Owner's Design Architect, shall consider requests for substitutions and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§2.14 Contract Administration Services

§ 2.14.1 Evaluations of the Work

§ 2.14.1.1 The Contract Administration Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Contract Administration Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Contract Administration Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 2.14.1.2 The Contract Administration Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Contract Administration Architect considers it necessary or advisable, the Contract Administration Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Contract Administration 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 Contract Administration Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 2.15 Certificates for Payments to Contractor

§ 2.15.1 The Contract Administration Architect shall review and certify the amounts due the Contractor and shall issue Certificates for Payment in such amounts. The Contract Administration Architect shall consult with the Owner's Design Architect before issuing Certificates for Payment. The Contract Administration Architect's certification for payment shall constitute a representation to the Owner, based on the Contract Administration Architect's evaluation of the Work as provided in Section 2.14.1 and on the data comprising the Contractor's Application for Payment, that, to the best of the Contract Administration Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Contract Administration Architect.

§ 2.15.2 The issuance of a Certificate for Payment shall not be a representation that the Contract Administration 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.

§ 2.15.3 The Contract Administration Architect shall maintain a record of Applications and Certificates for Payment.

§ 2.16 Submittals

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

§ 2.16.2 In accordance with the Contract Administration Architect-approved submittal schedule, the Contract Administration 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 Contract Administration Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Contract Administration Architect, of any construction means, methods, techniques, sequences or procedures of construction, fabrication, transportation or installation. The Contract Administration Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 2.16.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Contract Administration Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Contract Administration 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 Contract Administration Architect. The Contract Administration Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 2.16.4 Subject to Section 3.2, the Contract Administration Architect shall review and respond to requests for information about the Contract Documents. The Contract Administration 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 Contract Administration Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Contract Administration Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 2.16.5 The Contract Administration Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents. Upon the request of the Owner's Design Architect, the Contract Administration Architect shall forward designated Contractor's submittals to the Owner's Design Architect for review and approval.

§ 2.17 Changes in the Work

§ 2.17.1 The Contract Administration Architect may authorize minor changes in the Work not involving an adjustment in Contract Sum or an extension of the Contract Time that are consistent with the intent of the Contract Documents. The Contract Administration Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 2.17.2 The Contract Administration Architect shall maintain records relative to changes in the Work.

§ 2.18 Project Completion

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

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

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

§ 2.18.4 The Contract Administration 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.

ARTICLE 3 ADDITIONAL SERVICES

§ 3.1 In addition to the Construction Contract Administration Services described above, the Contract Administration Architect shall provide other services only if specifically designated below. The Contract Administration Architect shall perform such other services in accordance with a service description provided in Section 3.2 or attached as an exhibit to this services document.

(Designate the other services the Contract Administration Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 3.2, or in an exhibit attached to this services document. If in an exhibit, identify the exhibit.)

Services	Responsibilities <i>(Contract Administration Architect, Owner or Not Provided)</i>	Location of Service Description <i>(Section 3.2 below or an exhibit attached to this document and identified below)</i>
§ 3.1.1 Special Bidding or Negotiation		
§ 3.1.2 On-Site Project Representation (B207™-2008)		
§ 3.1.3 On-Site Contract Administration Services		
§ 3.1.4 Schedule Development and Monitoring		
§ 3.1.5 Value Analysis (B204™-2007)		
§ 3.1.6 Detailed Cost Estimating		
§ 3.1.7 Start-up Assistance		
§ 3.1.8 Commissioning (B211™-2007)		
§ 3.1.9 Facility Support Services (B210™-2007)		
§ 3.1.10 Post-contract Evaluation		
§ 3.1.11 Tenant-related Services		
§ 3.1.12 Other:		

§ 3.2 Insert a description of each designated Additional Service the Contract Administration Architect shall provide if not further described in an exhibit attached to this document.

§ 3.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Contract Administration Architect, any Additional Services provided in accordance with this Section 3.3 shall entitle the Contract Administration Architect to compensation pursuant to Section 5.3 and an appropriate adjustment in the Contract Administration Architect’s schedule.

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by 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;
- .3 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .4 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Contract Administration Architect is party thereto;
- .5 Evaluation of the qualifications of bidders or persons providing proposals;
- .6 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .7 Assistance to the Initial Decision Maker, if other than the Contract Administration Architect.

§ 3.3.2 To avoid delay in construction, the Contract Administration 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 Contract Administration Architect, and the Owner shall have no further obligation to compensate the Contract Administration Architect for those services:

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

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

- .1 () reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 () visits to the site by the Contract Administration Architect over the duration of the Project during construction
- .3 () inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 () inspections for any portion of the Work to determine final completion

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 The Owner shall provide the Contract Administration Architect with a complete set of Contract Documents and shall obtain from the Owner's Design Architect the necessary license to permit the Contract Administration Architect to reproduce the Owner's Design Architect's Instruments of Service and to use them in performing the Construction Contract Administration Services. The Owner shall indemnify the Contract Administration Architect for any copyright claims arising from the Contract Administration Architect's use of the Owner's Design Architect's Instruments of Service while performing the Construction Contract Administration Services.

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

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

§ 4.4 Except when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor through the Contract Administration Architect about matters arising out of or relating to the Contract Documents. The Owner shall notify the Contract Administration Architect of any direct communication between the Owner and the Contractor. Communications by and with the Contract Administration Architect's consultants shall be through the Contract Administration Architect.

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

§ 4.6 For coordination purposes, the Owner shall provide the Contract Administration Architect with a copy of the agreement between the Owner and the Owner's Design Architect.

§ 4.7 The Owner shall furnish the services and timely performance of the Owner's Design Architect for the benefit of the Contract Administration Architect in performing the Construction Contract Administration Services.

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

§ 4.9 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 Contract Administration Architect's services set forth herein. The Owner shall provide the Contract Administration Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

ARTICLE 5 COMPENSATION

§ 5.1 For the Contract Administration Architect's Services described under Article 2, the Owner shall compensate the Contract Administration Architect as follows:
(Insert amount of, or basis for, compensation.)

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

§ 5.3 For Additional Services that may arise during the course of the Project, including those under Section 3.3, the Owner shall compensate the Contract Administration Architect as follows:
(Insert amount of, or basis for, compensation.)

§ 5.4 Compensation for Additional Services of the Contract Administration Architect's consultants when not included in Section 5.2 or 5.3, shall be the amount invoiced to the Architect plus
percent (%), or as otherwise stated below:

ARTICLE 6 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Standard Form of Architect's Services: Construction Contract Administration, if any, are as follows:

(In the space below, provide any modifications or refer to an exhibit attached to this document.)

