



AIA[®] Document B211[™] – 2007

Standard Form of Architect's Services: Commissioning

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

THE OWNER:
(Name, legal status and address)

THE ARCHITECT:
(Name, legal status and address)

THE AGREEMENT

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

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

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

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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 COMMISSIONING SERVICES

§ 2.1 The Architect shall consult with the Owner, research applicable criteria, attend Project meetings, communicate with members of the Project team, and issue progress reports. The Architect shall coordinate the services provided by the Architect and the Architect's consultants with those services provided by the Owner and the Owner's consultants.

§ 2.2 The Architect shall prepare, and periodically update, a schedule of Commissioning Services that shall identify milestone dates for decisions required of the Owner, services furnished by the Architect, and completion of documentation provided by the Architect. The Architect shall coordinate the Commissioning Services schedule with the Owner's Project schedule.

§ 2.3 The Architect shall make a presentation to explain the Commissioning Services to representatives of the Owner.

§ 2.4 Subject to Section 3.3, the Architect shall assist the Owner by conducting Discovery Sessions.

§ 2.5 The Architect shall submit commissioning documentation to the Owner at intervals appropriate to the process for purposes of evaluation and approval by the Owner. The Architect shall be entitled to rely on approvals received from the Owner to complete the Commissioning Services.

§ 2.6 Commissioning Plan

The Architect shall prepare a Commissioning Plan based on the systems to be commissioned, program and schedule. The Commissioning Plan will describe the commissioning process for the Project and may contain a description of the objectives of the commissioning, a list of participants and their roles and responsibilities, an outline of the management structure, a description of how the plan is to be implemented, the commissioning schedule, specific details about design reviews, a list of systems and components being commissioned and reporting formats.

§ 2.7 Design Intent Document

§ 2.7.1 The Architect shall prepare a Design Intent Document with information provided by the Owner and the Owner's consultants and contractors. The Design Intent Document will describe the performance criteria for the systems to be commissioned. The performance criteria described in the Design Intent Document shall be quantifiable and measurable through objective testing.

§ 2.7.2 After the Owner's approval of the Design Intent Documents, the Architect shall revise the Design Intent Document to reflect any changes approved by the Owner as an Additional Service.

§ 2.8 Design Review

The Architect shall review the design of the systems to be commissioned for the limited purpose of determining if the systems as designed will achieve the requirements of the Design Intent Document. The Architect's review shall be made with such reasonable promptness as to cause no delay in the activities of the Owner or Owner's consultants, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of the design is not conducted for the purpose of determining the accuracy and completeness of the design documents and other details such as quality of materials, appearance, dimensions, quantities and costs. Upon completion of the review, the Architect shall issue written comments and recommendations.

§ 2.9 Commissioning Specifications

§ 2.9.1 The Architect shall review the Contract Documents and recommend modifications necessary for coordination with the commissioning requirements and processes, which may include equipment submittals, operation and maintenance manuals, system readiness tests, and personnel training.

§ 2.9.2 The Architect shall provide Commissioning Specifications for inclusion in the Contract Documents, which will define the contractor's responsibilities related to commissioning. The Commissioning Specifications will identify systems to be commissioned and may include detailed checklists, test procedures, required test results and warranty requirements.

§ 2.10 Shop Drawing and Submittal Review

§ 2.10.1 The Architect shall review contractors' submittals, such as Shop Drawings, Product Data and Samples for the systems to be commissioned, for the limited purpose of evaluating the system's ability to achieve the requirements of the Design Intent Document. The Architect's review shall be made with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Owner's consultants or contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the contractor as required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures.

§ 2.10.2 Upon completion of the review, the Architect shall issue written comments for those submittals that deviate from the requirements of the Design Intent Document. The Owner may choose to accept the deviations, in which case the Architect shall revise the Design Intent Document and the related Commissioning Specifications as an Additional Service.

§ 2.11 Commissioning Meetings

Subject to Section 3.3, the Architect shall conduct and document commissioning coordination meetings with the Owner, Owner's consultants, contractors and subcontractors, whose systems are included in the Commissioning Specifications. The Architect shall coordinate these meetings with the Project schedule.

§ 2.12 Review of Documentation during Construction

During construction the Architect shall review documentation such as meeting minutes, field reports, minor changes in the Work, Construction Change Directives, and Change Orders related to the systems to be commissioned. The Architect shall report to the Owner changes that will prevent the systems from performing as required by the Design Intent Document. The Owner may choose to accept the changes, in which case the Architect shall revise the Design Intent Document and the related Commissioning Specifications as an Additional Service.

§ 2.13 Operations and Maintenance Manual Review

Prior to the start of operator training, the Architect shall review the operations and maintenance manuals submitted by the contractors for the systems to be commissioned for conformance with the Commissioning Specifications.

§ 2.14 Operator Training

§ 2.14.1 The Architect shall review contractors' planning, scheduling, content and documentation for operator training sessions for conformance with the Commissioning Specifications.

§ 2.14.2 The Architect shall provide operator systems training including the requirements of the Design Intent Document, special design features, operating sequences and limitations, Functional Performance Test procedures, and maintenance cycles of the various systems. This training will begin before the contractor demonstrates the system performance using the Functional Performance Tests. During the commissioning of the systems, the Architect shall provide operator field training by having the operators assist in the verification of the Functional Performance Tests.

§ 2.14.3 The Architect shall observe contractors' training and maintain a training log for inclusion into the Final Commissioning Report. The training log will include the attendees' names, training dates, system or equipment on which training was performed, and the name, title and contact information of the trainer.

§ 2.15 Test Report Review

Before the start of Functional Performance Testing, the Architect shall observe a portion of the system readiness tests and shall review the system readiness test reports required by the Contract Documents for the systems to be commissioned. The Architect shall report to the Owner any observed deficiencies for correction prior to the start of Functional Performance Testing.

§ 2.16 Functional Performance Testing and Documentation

The Architect shall direct, observe and document the Functional Performance Tests for each system to be commissioned. The Functional Performance Tests shall follow the procedures included in the Commissioning Specifications. The Architect shall submit Functional Performance Test reports for each system to the Owner for review.

§ 2.17 Deficiency Correction

The Architect shall generate a Corrective Action Report for each deficiency identified during Functional Performance Testing. The Architect shall maintain a log of the Corrective Action Reports. Each deficiency shall be resolved by the appropriate contractor and, after correction of the deficiency, the Architect shall direct, observe, and document re-testing to confirm that the deficiency has been corrected as an Additional Service.

§ 2.18 Final Commissioning Report

The Architect will prepare a Final Commissioning Report including the Commissioning Plan, Design Intent Document, Commissioning Specification, blank Functional Performance Test procedure forms, system readiness tests reports, Functional Performance Test reports, Corrective Action Reports and log, and operator training plans and log.

§ 2.19 Post-Occupancy Review

The Architect shall meet with the Owner prior to one year after the date of Substantial Completion to review the operations and performance of the commissioned systems and to make appropriate recommendations to the Owner.

ARTICLE 3 ADDITIONAL SERVICES

§ 3.1 In addition to the Commissioning Services described above, the Architect shall provide the following Additional Services only if specifically designated below as the Architect’s responsibility. The Architect shall perform such Additional Services in accordance with a service description provided in Section 3.2 or attached as an exhibit to this services document.

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

Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 3.2 below or an exhibit attached to this document and identified below)
§ 3.1.1 Data Collection		
§ 3.1.2 Owner Supplied Data Analysis		
§ 3.1.3 Measurement and Verification Studies		
§ 3.1.4 Existing Facilities Surveys		
§ 3.1.5 Programming (B202™–2009)		
§ 3.1.6 Identification of Systems to be Commissioned		
§ 3.1.7 Sustainable Design Studies		
§ 3.1.8 LEED® Certification (B214™–2007)		
§ 3.1.9 Detailed Cost Estimating		
§ 3.1.10 Value Analysis (B204™–2007)		
§ 3.1.11 Special Bidding or Negotiations		
§ 3.1.12 On-Site Project Representation (B207™–2008)		
§ 3.1.13 Construction Management		
§ 3.1.14 Record Drawings		
§ 3.1.15 Post-occupancy Evaluations		
§ 3.1.16 Other:		

§ 3.2 Insert a description of each service designated in Section 3.1 the Architect shall provide if not included in an exhibit attached to this document and identified in the table above.

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

- .1 Commissioning Meetings:
 - .1 () Discovery Sessions
 - .2 () Commissioning Services Presentations
 - .3 () Design Meetings
 - .4 () Pre-bid Meetings
 - .5 () Pre-construction Meetings
 - .6 () Construction Meetings
 - .7 () Warranty Meetings
 - .8 () Post-occupancy Review Meetings
- .2 () reviews of each Shop Drawing, Product Data item, sample or similar submittal of the contractor
- .3 () Training Sessions
- .4 () reviews of readiness test reports submitted by contractors
- .5 () visits to the site by the Architect over the duration of the Project during construction
- .6 () inspections for any portion of the Work to be commissioned to determine whether such portion of the Work is ready for Functional Performance Testing
- .7 () Functional Performance Tests of each system to be commissioned
- .8 () Corrective Action Reports for each system to be commissioned

§ 3.4 To avoid a delay, the Architect shall provide the following Additional Services and shall notify the Owner with reasonable promptness. 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 Architect shall have no further obligation to provide those services:

- .1 Review of a contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responses to a contractor's requests for information 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 Evaluation of substitutions proposed by the Owner's consultants or contractors and making subsequent revisions to the Design Intent Document and Commissioning Specifications resulting therefrom; or
- .4 Commissioning Services provided 60 days after the originally scheduled date for completion of the Commissioning Services in the Commissioning Services schedule.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 The Owner shall identify the systems to be commissioned and furnish a program setting forth the Owner's objectives, schedule, constraints and criteria, system requirements and relationships, special equipment and site requirements.

§ 4.2 The Owner shall provide to the Architect data necessary for the Commissioning Services which may include design drawings, construction documents, record drawings, shop drawings and submittals, operation and maintenance manuals, master plans, operation costs, operation budgets, and pertinent records relative to historical building data, building equipment, furnishings and repairs.

§ 4.3 The Owner shall provide access to the property, buildings, and personnel necessary for the Architect to provide the Commissioning Services. The personnel shall conduct tours and walk-throughs and explain the facility's original, current and anticipated future use.

§ 4.4 The Owner shall furnish the services of design consultants, testing agencies, and contractors necessary to allow the Architect to provide the Commissioning Services.

ARTICLE 5 COMPENSATION

§ 5.1 For the Architect's Commissioning Services described under Article 2, the Owner shall compensate the Architect as follows:

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

§ 5.2 For Additional Services provided under Section 3.1, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 5.3 For Additional Services that may arise during the course of the Project, including those under Sections 3.3 and 3.4, the Owner shall compensate the Architect as follows:

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

§ 5.4 Compensation for Additional Services of the 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: Commissioning, if any, are as follows: