

 **AIA**[®] Document B212[™] – 2010*Standard Form of Architect's Services: Regional or Urban Planning*

for the following PROJECT:
(Name and location)

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.

ARTICLE 1 INITIAL INFORMATION

§ 1.1 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 information, including Project parameters, geographic area and boundary, conditions, or assumptions, that will affect the Architect's performance.)

§ 1.1.1 The Owner's preliminary objectives and criteria for the Project:

§ 1.1.2 Physical characteristics of the Site(s):

(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. If more than one Site is to be analyzed, list physical characteristics for each Site.)

§ 1.1.3 The Owner's anticipated scheduling information:

(Include the anticipated duration and date of completion.)

§ 1.1.4 Other Project information:

(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements, and identify any specific planning standards, laws, or ordinances that may apply to the Project.)

§ 1.1.5 The Owner identifies the following representative in accordance with Section 4.6.

(If not already set forth in the Agreement, list name, address and other information.)

§ 1.1.6 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's deliverables to the Owner are as follows:
(List name, address and other information.)

§ 1.1.7 The Owner will retain the following consultants:
(List discipline and, if known, identify them by name and address.)

§ 1.1.8 The Architect identifies the following representative authorized to act on behalf of the Architect with respect to the Project.
(If not already set forth in the Agreement, list name, address and other information.)

§ 1.1.9 The Architect will retain the consultants identified in Section 1.1.10.
(List discipline and, if known, identify them by name and address.)

§ 1.1.10 Consultants retained under Basic Services:
(Identify or indicate only those consultants the Owner and Architect agree are required and will be included as part of the Architect's services described in Article 2.)

.1 Landscape Architect:

.2 Civil Engineer:

.3 Environmental Engineer:

.4 Economist:

.5 Public Relations Consultant:

.6 Transportation Planner:

.7 Traffic Engineer:

.8 Land Use and Zoning Attorney:

.9 Other Consultants:

§ 1.1.11 The Architect's deliverables for the Project:

(List the format and quantity of each deliverable to be provided such as a future acquisitions map, capital improvement plan, comprehensive plan, or digital model.)

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

(Provide other Initial Information.)

ARTICLE 2 REGIONAL OR URBAN PLANNING 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 Regional or Urban Planning Services that identifies milestone dates for decisions required of the Owner, services furnished by the Architect and completion of deliverables to be provided by the Architect. The Architect shall coordinate the Regional or Urban Planning Services schedule with the Owner’s anticipated scheduling information included in Section 1.1.3.

§ 2.3 The Architect shall submit documents 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 Regional or Urban Planning Services.

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

§ 2.5 The table below sets forth Regional or Urban Planning Services grouped under four phases: (1) Section 2.5.1, Inventory and Data Gathering; (2) Section 2.5.2, Analysis and Judgment; (3) Section 2.5.3, Preparation of Design Alternatives; and (4) Section 2.5.4, Finalization of Preferred Plan. The Architect shall provide only the Regional or Urban Planning Services specifically designated below as subsections within each phase as the Architect’s responsibility. The Architect shall perform the designated services in accordance with a service description located in Section 2.6 or Section 2.7 or in an exhibit attached to this services document. Any service not identified as a Regional or Urban Planning Service in Article 2 shall be an Additional Service.

(For each Site described in Section 1.1.2, designate the 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 2.6, Section 2.7 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 2.6 below or in an exhibit attached to this document and identified below)
§ 2.5.1 Inventory and Data Gathering:		
.1 Objectives and Criteria		
.2 Base Mapping		
.3 Site Context		
.4 Cultural Factor Research		
.5 Historic Resource Inventory		
.6 Governmental Authorities Research		
.7 Utility Studies		
.8 Environmental Studies		
.9 Natural Factor Research		
.10 Economic Data Gathering		
.11 Gather Stakeholder Input		
.12 Other:		
§ 2.5.2 Analysis and Judgment:		
.1 Objectives and Criteria Analysis		
.2 Site Analysis		

Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 2.6 below or in an exhibit attached to this document and identified below)
.3 Cultural Factor Analysis		
.4 Natural Factor Analysis		
.5 Detailed Site Utilization Studies		
.6 Governmental Authorities Analysis		
.7 Existing Utility Analysis		
.8 Environmental Analysis		
.9 Parking, Circulation and Transportation Analysis		
.10 Economic Analysis		
.11 Site Selection		
.12 Other:		
§ 2.5.3 Preparation of Design Alternatives:		
.1 Site Development Planning		
.2 Site Utilization Design Alternatives		
.3 Utility Design Alternatives		
.4 Design Guidelines		
.5 Report Preparation		
.6 Presentation		
.7 Other:		
§ 2.5.4 Finalization of Preferred Plan:		
.1 Select Alternate for Final Development		
.2 Prepare Final Deliverable Documents		
.3 Public Approval Process		
.4 Revise Documents for Final Approval		
.5 Other:		

§ 2.6 Descriptions of Services. A brief description of each Regional or Urban Planning Service is provided below. (If necessary, provide in Section 2.7 expanded or modified descriptions of the Regional or Urban Planning Services listed below.)

§ 2.6.1 Inventory and Data Gathering:

- .1 **Objectives and Criteria.** Meet with the Owner and review information provided by the Owner to develop and refine the Owner's Project objectives and criteria listed in Section 1.1.1.
- .2 **Base Mapping.** Create a map of significant existing conditions of the Site(s), which may include transportation systems (roadways, railways, airports), waterways and bodies, utility corridors, and rights of way.

- .3 **Site Context.** Prepare a detailed site description or map showing physical characteristics and context of the Site(s) and immediately surrounding area and a general land use pattern with a brief description of proximate development, such as agricultural, single-family detached residential, single-family attached residential, multi-family residential, retail, commercial, light industrial, heavy industrial, public and semi-public use, park and open space, vacant, or other appropriate land uses. Prepare a detailed site context map, which may include land utilization, structure placement, facilities development, circulation systems, parking facilities and utility systems.
- .4 **Cultural Factor Research.** Research the history of the Site(s) and include demographic information, historic land uses, existing structures on and adjacent to the Site, archaeological significance, and other cultural factors.
- .5 **Historic Resource Inventory.** Prepare an inventory of any historic structures, or other historic features on the Site(s). Identify landmark features or structures as noted on local, city, county, state, or federal inventory of historically significant buildings, places or features.
- .6 **Governmental Authorities Research.** Research and obtain applicable regulatory and real property information from governmental authorities having jurisdiction over the Project, including deeds, zoning and other legal restrictions.
- .7 **Utility Studies.** Document capacities of the utilities serving the Site(s) which may include electrical service and distribution, gas service and distribution, water supply and distribution, site drainage, sanitary sewer collection and disposal, process waste water treatment, storm water collection and disposal, central-plant mechanical systems, fire systems, emergency systems, security, pollution control, site illumination, and communications systems.
- .8 **Environmental Studies.** Obtain information to determine the need for environmental monitoring, assessment and impact statements.
- .9 **Natural Factor Research.** Obtain information about surface and subsurface conditions, the geotechnical report, and information about vegetation, topography, ecological requirements, and landscape features and materials.
- .10 **Economic Data Gathering.** Obtain surveys, evaluations, studies and inventories required to perform an economic analysis.
- .11 **Gather Stakeholder Input.** Obtain stakeholder input through surveys, meetings, workshops, Webinars or Web-based programs, focus groups, or charrettes.

§ 2.6.2 Analysis and Judgment:

- .1 **Objectives and Criteria Analysis.** Analyze the Owner's objectives and criteria with respect to the area required for building; area required for parking, circulation, open space, and other program elements; and any special constraints or requirements such as security, easements, and preserving habitat and wetlands.
- .2 **Site Analysis.** Analyze the Site(s) to determine the net developable area, based upon the information gathered pursuant to Section 2.5.1. Analysis may consist of ownership, on-site observations, circulation systems and parking studies, topography analysis, analysis of deed, zoning and other legal restrictions, studies of availability of construction materials, equipment and labor and construction markets.
- .3 **Cultural Factor Analysis.** Analyze the impact of the proposed use on the surrounding properties and community, based upon the cultural factor research and the historic resource inventory.
- .4 **Natural Factor Analysis.** Analyze surface and subsurface conditions, the geotechnical report, vegetation, topography, ecological requirements, landscape features and materials.
- .5 **Detailed Site Utilization Analysis.** Prepare a detailed site utilization analysis, which may include land utilization, structure placement, facilities development, circulation systems, parking facilities and utility systems.
- .6 **Governmental Authorities Analysis.** Analyze applicable regulatory and real property requirements and determine their impact on the Project.
- .7 **Existing Utility Analysis.** Establish the requirements for and analyze the availability and impact of existing utilities serving the Site(s).
- .8 **Environmental Analysis.** Prepare environmental assessments or environmental impact statements as required by law and, if necessary, attend public meetings and hearings.
- .9 **Parking, Circulation and Transportation Analysis.** Establish the requirements for and analyze existing movement systems of vehicular, transit, and non motorized uses for parking, capacity, and connectivity and, if necessary, attend public meetings and hearings.
- .10 **Economic Analysis.** Analyze the financial aspects of Site development and assess the potential impact on development cost based upon the information collected during the economic data gathering.
- .11 **Site Selection.** For each Site, evaluate the analyses in Sections 2.6.2.1 through 2.6.2.10, each in terms of the other, to assist the Owner in selecting the Site(s) for the Owner's Project.

§ 2.6.3 Preparation of Design Alternatives:

- .1 **Site Development Planning.** Based upon the Site analysis and selection of a Site, prepare conceptual Site development drawings which may include land utilization, structure placement, facility development, development phasing, access and circulation of vehicles and pedestrians, parking facilities and utility systems. Consider surface and subsurface conditions, ecological requirements, deeds, zoning, and other legal restrictions, landscape concepts and features.
- .2 **Site Utilization Design Alternatives.** Prepare Site utilization design alternatives based upon the conclusions of the detailed Site utilization analysis.
- .3 **Utility Design Alternatives.** Prepare initial designs for the on-site utilities which may include electrical service and distribution, gas service and distribution, water supply and distribution, site drainage, sanitary sewer collection and disposal, process waste water treatment, storm water collection and disposal, central-plant mechanical systems, fire systems, emergency systems, security, pollution control, site illumination, and communications systems.
- .4 **Design Guidelines.** Prepare design guidelines to develop standards for site improvements, which may include signage, lighting, landscaping, pedestrian amenities, and other similar site improvements.
- .5 **Report Preparation.** Prepare a report for the Owner containing design alternatives and recommendations for Site development, Site utilization, utility design and design guidelines.
- .6 **Presentation.** Present design alternatives to Owner, stakeholder committee, or other interested entities as directed by the Owner.

§ 2.6.4 Finalization of Preferred Plan:

- .1 **Select Alternate for Final Development.** Discuss the design alternatives with the Owner and obtain the Owner's approval of a preferred alternative for final development.
- .2 **Prepare Final Deliverable Documents.** Based upon the Owner's approval of a design alternative, prepare Final Deliverable Documents such as a future acquisitions map, capital improvement plan, comprehensive plan, or digital model for the Owner's review and approval.
- .3 **Public Approval Process.** Prepare presentation materials for selected alternative and prepare for and present the selected alternative to the governing agencies for approval at public meetings and hearings.
- .4 **Revise Documents for Final Approval.** Prepare revisions to Final Deliverable Documents to obtain final public and Owner approval.

§ 2.7 Expanded Description of Services:

(In the space below, provide expanded or modified descriptions of the Regional or Urban Planning Services listed above, add other services as space permits, or refer to an exhibit attached to this document.)

ARTICLE 3 ADDITIONAL SERVICES

§ 3.1 The Architect shall provide Regional or Urban Planning Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 () visits to each Site by the Architect over the duration of the Services
- .2 () presentations of any portion of the Services as requested by the Owner
- .3 () meetings with any boards, stakeholder committees, interested members of the public, or other required groups

§ 3.2 Additional Regional or Urban Planning Services may be provided after execution of this Scope of Services Document without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Regional or Urban Planning Services provided in accordance with this Section 3.2 shall entitle the Architect to compensation pursuant to Section 5.3 and an appropriate adjustment in the Architect's schedule.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 The Owner shall provide its objectives, schedule, constraints and criteria for the Project. The Owner shall conduct tours and explain the original and current uses of the Site(s).

§ 4.2 The Owner shall provide access to property, buildings, and personnel necessary for the Architect to complete the Regional or Urban Planning Services.

§ 4.3 The Owner shall provide the Architect with previous studies, data, reports, maps or documents which have a direct bearing on the requirements of the Project and that may be reasonably needed for the Project.

§ 4.3.1 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the Site(s) of the Project, and a written legal description of the Site(s). 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(s); locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

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

§ 4.3.3 The Owner shall furnish tests, inspections and reports required by law or reasonably requested by the Architect, such as chemical tests, tests for air and water pollution, acoustic tests, and tests for hazardous materials.

§ 4.4 The Owner shall identify stakeholders, arrange and coordinate meetings between the Architect and stakeholders or other interested parties, and provide the meeting facilities.

§ 4.5 The Owner shall make the Owner's personnel available in a timely manner to provide information about Owner and user objectives and criteria to the Architect and to facilitate decision-making in accordance with the schedule of Regional or Urban Planning Services developed in Section 2.2.

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

ARTICLE 5 COMPENSATION

§ 5.1 For the Architect's Regional or Urban Planning 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 described in Section 3.1, or in an exhibit attached to this document, 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 Section 3.2, 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 Section 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: Regional or Urban Planning, if any, are as follows:

