



AIA[®] Document B214[™] – 2012

Standard Form of Architect's Services: LEED[®] Certification

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.

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 below information, including a list of the Owner's consultants and other conditions or assumptions, that will affect the Architect's performance.)

§ 1.1.1 The Owner has established a goal for the Project to achieve Leadership in Energy and Environmental Design (LEED) Certification at the level set forth below:

(List level of LEED Certification, e.g. Platinum, Gold, Silver, Certified.)

under the following United States Green Building Council (USGBC) LEED Green Building Rating System and version:
(List the LEED Green Building Rating System and applicable version targeted for the Project.)

§ 1.2 Check one box below to indicate whether the Architect is responsible, under the accompanying Owner-Architect Agreement, for preparation of the Contract Documents and submission of the necessary construction documents to the public authority having jurisdiction over the Project (the Prime Architect); or whether the Architect is not responsible for preparation of the Contract Documents under the accompanying Owner-Architect Agreement, and is providing services under this Standard Form of Architect's Services only as a LEED consultant to the Owner (LEED Consulting Architect):

- Prime Architect
- LEED Consulting Architect

If the Architect is performing the Architect's services as the Prime Architect, the Architect shall perform the services set forth in this Standard Form of Architect's Services but shall not perform the services described in Section 2.8. If the Architect is performing the Architect's services as the LEED Consulting Architect, the Architect shall perform the services set forth in this Standard Form of Architect's Services but shall not perform the services described in Section 2.7.

ARTICLE 2 LEED CERTIFICATION SERVICES

§ 2.1 The Architect shall review applicable criteria for achieving the targeted level of LEED Certification identified in Section 1.1.1 and shall consult with the Owner with regard to such requirements. The Architect shall attend meetings during the Design and Construction Phases, communicate with members of the Project team, and issue progress reports as appropriate to coordinate the LEED Certification process for the Project.

§ 2.2 The Architect shall coordinate the LEED Certification Services provided by the Architect and the Architect's consultants with those services provided by the Owner and the Owner's consultants. 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 related to the LEED Certification of the Project.

§ 2.3 LEED Certification Agreements

The Architect shall provide the Owner with copies of all agreements required by the Green Building Certification Institute (GBCI) or the USGBC to register the Project and pursue the anticipated LEED Certification. The Owner and Architect will review the agreements, and confirm that the terms of those agreements are acceptable to the Owner, before the Architect performs the LEED Certification Services under this Article 2. The Owner agrees to execute all documents required by the GBCI or the USGBC to be executed by the Owner, including any documentation required to establish the authority of the Architect as an agent of the Owner for the limited purpose of pursuing LEED Certification.

§ 2.4 LEED Workshop

No later than the conclusion of the Schematic Design Phase, the Architect shall conduct a LEED Workshop with the Owner and, as requested by the Architect, with the Owner's consultants and the Architect's consultants, during which the attendees will: review the LEED Green Building Rating System; examine LEED credits to be targeted, utilizing the appropriate Green Building Rating System Project Checklist, and identify potential LEED points associated with those credits; examine strategies for implementation of the targeted LEED credits; and discuss the potential impact of the targeted LEED credits on the Project schedule and Owner's program and budget.

§ 2.5 LEED Certification Plan

§ 2.5.1 Following the LEED Workshop, the Architect shall prepare a LEED Certification Plan based on the targeted LEED credits. The LEED Certification Plan shall consist of, at a minimum, the appropriate Green Building Rating System Project Checklist indicating the targeted LEED credits; the Owner's LEED Certification goal; information describing the Owner's, the Owner's consultants', the Contractor's and the Architect's responsibilities for each LEED credit; and a list of the LEED Documentation, as set forth in Section 2.6.2, required from each of them. The Architect shall submit the LEED Certification Plan to the Owner for the Owner's approval.

§ 2.5.1.1 Following the Owner's approval of the LEED Certification Plan, the Architect shall provide the services specifically identified as the responsibility of the Architect in the LEED Certification Plan and any approved changes to the LEED Certification Plan. If the LEED Certification Plan requires the Architect to provide services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project, those services shall be provided pursuant to Section 3.3.

§ 2.5.2 Subject to Section 3.1 or Section 3.2, the Architect shall make adjustments to the LEED Certification Plan, as the design and construction of the Project progresses, to reflect any changes approved by the Owner.

§ 2.6 Project Registration and Submission of LEED Documentation to the GBCI

§ 2.6.1 The Architect, as agent for the Owner, shall register the Project with the GBCI. Registration fees and any other fees charged by the GBCI, and paid by the Architect, shall be a reimbursable expense and shall be credited against any initial payment received pursuant to Section 5.4.

§ 2.6.2 The Architect shall collect documentation, calculations and submittals necessary to meet the LEED Certification requirements (LEED Documentation) from the Owner, the Owner's consultants and the Contractor, and organize and manage the LEED Documentation as necessary for the LEED Certification process.

§ 2.6.3 Subject to Section 3.1 or Section 3.2, and provided the Architect receives timely notice from the Owner or the GBCI, the Architect shall prepare and file necessary documentation with the GBCI to appeal a ruling or other interpretation denying a minimum program requirement, prerequisite, or credit or point necessary to achieve the LEED Certification.

§ 2.6.4 Subject to Section 3.1 or Section 3.2, the Architect shall prepare and submit the LEED Certification Application for the Project to the GBCI, including any required supporting documentation, in accordance with the LEED Certification Plan.

§ 2.6.5 Subject to Section 3.1 or Section 3.2, the Architect shall prepare responses to, and submit additional documentation required by, comments or questions received from the GBCI.

§ 2.6.6 Any certification, declaration or affirmation the Architect makes to the GBCI shall not constitute a warranty or guarantee to the Owner or the Owner's contractors or consultants.

§ 2.7 Services Performed Only by the Prime Architect Pursuant to Section 1.2

§ 2.7.1 LEED Certification Drawings and Specifications

The Architect shall prepare Construction Documents that incorporate the requirements of the LEED Certification Plan, as appropriate.

§ 2.7.2 In order to achieve LEED Certification, the Project may require the use of materials and equipment that have had limited testing or verification of performance. The Architect may be unable to determine that the materials or equipment will perform as represented by the manufacturer or supplier. The Architect shall discuss with the Owner the proposed use of such materials or equipment and potential effects on LEED Certification of the Project that may occur if the materials or equipment fail to perform in accordance with the manufacturer's or supplier's representation. The Owner

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will render a written decision regarding the use of such materials or equipment. In the event the Owner elects to proceed with the use of such materials or equipment, the Architect shall be permitted to rely on the manufacturer's or supplier's representations and shall not be responsible for any damages arising from failure of the material or equipment to perform in accordance with the manufacturer's or supplier's representations.

§ 2.7.3 LEED Certification Services during Bidding or Negotiation

§ 2.7.3.1 The Architect shall conduct a pre-bid conference to receive questions regarding Bidding Documents related to LEED Certification.

§ 2.7.3.2 The Architect shall prepare responses to questions from prospective bidders and provide clarifications and interpretations of the Bidding Documents, related to LEED Certification, to all prospective bidders in the form of addenda.

§ 2.7.3.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions, related to LEED Certification, to all prospective bidders.

§ 2.7.3.4 The Architect shall assist the Owner with evaluating information in bids or proposals and determination of the successful bid or proposal, if any, related to LEED Certification.

§ 2.7.4 LEED Certification Services during Construction

§ 2.7.4.1 The Architect shall review properly prepared, timely requests by the Contractor for additional information about the Contract Documents, related to LEED Certification, that include a detailed written statement indicating the specific Drawings or Specifications in need of clarification and the nature of the clarification requested.

§ 2.7.4.2 The Architect shall prepare supplemental Drawings, Specifications and other information in response to requests for information by the Contractor related to LEED Certification.

§ 2.7.4.3 The Architect, as a representative of the Owner, shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 3.1.4, to become generally familiar with and to keep the Owner informed about the progress of the portions of the Work related to LEED Certification. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect shall not have control over, charge of, or be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work.

§ 2.7.4.4 Subject to Section 3.1, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples for the limited purpose of checking for conformance with applicable LEED credit requirements. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Owner's consultants or Contractor, while allowing sufficient time in the Architect's professional judgment to permit adequate review. 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.

§ 2.7.4.5 The Architect shall review properly prepared, timely requests by the Owner, Owner's consultants or Contractor for changes in the Work related to LEED Certification. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination, without extensive investigation or preparation of additional drawings or specifications, whether the requested changes in the Work are materially different from the requirements of the LEED Certification Plan.

§ 2.7.4.6 If the Architect determines that implementation of a requested change in the Work would result in a material effect on LEED Certification, the Architect shall notify the Owner, who may authorize further investigation of such change. Based upon the Architect's investigation and information furnished by the Contractor, if any, the Architect shall make recommendations to the Owner regarding the implementation of the requested changes.

§ 2.8 Services Performed Only by the LEED Consulting Architect Pursuant to Section 1.2

§ 2.8.1 LEED Certification Drawings and Specifications

The Architect shall review the Schematic Design Documents, Design Development Documents and Construction Documents, advise the Owner of potential impediments to the achievement of LEED Certification or targeted credits or points, and discuss remedial options with the Owner. The Architect shall not be responsible for discovering errors or omissions in the Schematic Design Documents, Design Development Documents and Construction Documents or violation of any applicable codes.

§ 2.8.2 LEED Certification Services during Bidding or Negotiation

§ 2.8.2.1 The Architect, if requested by the Owner, shall attend a pre-bid conference, conducted by the Owner or the Owner's consultants, to receive questions regarding Bidding Documents related to LEED Certification.

§ 2.8.2.2 The Architect shall assist the Owner and the Owner's consultants with providing clarifications and interpretations of the Bidding Documents related to LEED Certification.

§ 2.8.2.3 The Architect shall assist the Owner and the Owner's consultants with review of substitutions related to LEED Certification, if the Bidding Documents permit substitutions.

§ 2.8.2.4 The Architect shall assist the Owner and the Owner's consultants with evaluating information in bids or proposals related to LEED Certification.

§ 2.8.3 LEED Certification Services during Construction

§ 2.8.3.1 The Architect shall assist the Owner and the Owner's consultants in reviewing requests by the Contractor for additional information about the Contract Documents related to LEED Certification.

§ 2.8.3.2 The Architect shall provide advice and recommendations to the Owner and the Owner's consultants regarding supplemental Drawings, Specifications and other information that may be developed by the Owner and the Owner's consultants in response to requests for information by the Contractor related to LEED Certification.

§ 2.8.3.3 Subject to Section 3.2, the Architect shall provide advice and recommendations to the Owner and Owner's consultants regarding the Contractor's submittals such as Shop Drawings, Product Data and Samples for the limited purpose of checking for conformance with applicable LEED credit requirements. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Owner's consultants or Contractor, while allowing sufficient time in the Architect's professional judgment to permit adequate review. 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 recommendations regarding a specific item shall not indicate approval of an assembly of which the item is a component.

§ 2.8.3.4 The Architect shall provide advice and recommendations to the Owner and the Owner's consultants regarding requests by the Owner, Owner's consultants or Contractor for changes in the Work related to LEED Certification.

§ 2.8.3.5 If the Architect determines that implementation of a requested change in the Work would result in a material effect on LEED Certification, the Architect shall notify the Owner, who may authorize further investigation of such change. Based upon the Architect's investigation and information furnished by the Contractor, if any, the Architect shall make recommendations to the Owner regarding the implementation of the requested changes.

§ 2.9 Project Completion

§ 2.9.1 For purposes of this Standard Form of Architect's Services, Substantial Completion shall be defined in accordance with AIA Document A201™–2007. Verification that the Project has achieved LEED Certification, or the actual achievement of LEED Certification, shall not be a condition precedent to the issuance of a Certificate of Substantial Completion.

§ 2.9.2 If the Architect's Service required under this Standard Form of Architect's Services have not been completed within () months after the date of Substantial Completion, through no fault of the Architect, extension of the Architect's services under this Standard Form of Architect's Services beyond that time shall be compensated as Additional Services.

ARTICLE 3 ADDITIONAL SERVICES

§ 3.1 If the Architect is performing its services as the Prime Architect pursuant to Section 1.2, the Architect shall provide LEED Certification Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 () adjustments to the LEED Certification Plan
- .2 () meetings during the Design and Construction Phases required to define, develop and incorporate the items included in the LEED Certification Plan into the Contract Documents
- .3 () reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor related to LEED Certification
- .4 () visits to the site by the Architect over the duration of the Project during construction, beyond those established in the Agreement, and specifically related to LEED Certification
- .5 () submittals to the USGBC/GBCI
- .6 () responses to the USGBC/GBCI's comments and questions
- .7 () appeals to the GBCI pursuant to Section 2.6.3

§ 3.2 If the Architect is performing its services as the LEED Consulting Architect pursuant to Section 1.2, the Architect shall provide LEED Certification Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 () adjustments to the LEED Certification Plan
- .2 () meetings during the Design and Construction Phases, required to define, develop and incorporate the items included in the LEED Certification Plan into the Contract Documents
- .3 () reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor related to LEED Certification
- .4 () submittals to the USGBC/GBCI
- .5 () responses to the USGBC/GBCI's comments and questions
- .6 () appeals to the GBCI pursuant to Section 2.6.3

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

- .1 Preparation of design and documentation, related to LEED Certification, for alternate bid or proposal requests proposed by the Owner;
- .2 LEED Certification 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;
- .3 Changing or editing previously prepared Instruments of Service, including the LEED Certification Plan, necessitated by changes in the requirements to achieve the LEED Certification goals established for the Project.

ARTICLE 4 OWNER'S RESPONSIBILITIES

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

§ 4.2 The Owner shall provide to the Architect any information requested by the Architect that is relevant and necessary for achievement of LEED Certification, including design drawings; construction documents; record drawings; shop drawings and other submittals; operation and maintenance manuals; master plans; building operation costs; building operation budgets; pertinent records relative to historical building data, building equipment and furnishings; and repair records.

§ 4.3 The Owner shall provide 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 as necessary for the Architect to provide the LEED Certification Services.

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

§ 4.5 Based on the Owner's approval of the LEED Certification Plan and any approved changes to the LEED Certification Plan, the Owner shall perform those items identified as the responsibility of the Owner in the LEED Certification Plan or as otherwise required by the Contract Documents. The Owner shall require that each of its contractors and consultants perform the consultant's or contractor's services in accordance with the LEED Certification Plan.

§ 4.6 The Owner shall comply with the requirements of the USGBC or the GBCI as they relate to the Project both during construction and after completion of the Project.

§ 4.7 The Owner shall be responsible for preparing, filing, and prosecuting appeals to the GBCI, or taking any other action determined by the Owner to be necessary or desirable, arising from the revocation or reduction of an awarded LEED Certification.

§ 4.8 Unless otherwise provided in the Agreement, or in Article 7 of this Standard Form of Architect's Services, the Owner shall provide an independent commissioning agent for the Project.

§ 4.9 The Owner shall advise the Architect of any proposed changes to the Project which may affect the LEED Certification Plan.

ARTICLE 5 COMPENSATION

§ 5.1 For the Architect's LEED Certification 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 that may arise during the course of the Project, including those under Sections 3.1 or 3.2, and 3.3, the Owner shall compensate the Architect as follows:

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

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

§ 5.4 Upon incorporation of this Standard Form of Architect's Services as part of the Agreement, an initial payment to the Architect of (\$ _____) shall be made for registration fees and other fees payable to the GBCI and necessary to achieve the LEED Certification. The Architect's payments to the GBCI shall be credited to the Owner's account at the time the expense is incurred.

ARTICLE 6 MISCELLANEOUS PROVISIONS

§ 6.1 In the event of a conflict between the terms of this Standard Form of Architect's Services and the terms of the accompanying Owner-Architect Agreement, the terms of this Standard Form of Architect's Services shall control.

§ 6.2 The Owner and Architect acknowledge that LEED Certification is awarded by an independent third party organization, and is dependent on factors beyond the Architect's control, such as the Owner's use and operation of the Project; the Work provided by the Contractor or the work or services provided by the Owner's other contractors or consultants; or interpretation of LEED credit requirements by the GBCI. Accordingly, the Architect does not warrant or guarantee that the Project will be granted LEED Certification.

§ 6.3 In addition to any other waiver of consequential damages in the accompanying Owner-Architect Agreement, the Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Standard Form of Architect's Services, including failure of the Project to achieve LEED Certification or the level of LEED Certification indicated in the LEED Certification Plan; failure to achieve one or more LEED credits or points; unachieved energy savings; unintended operational expenses; lost financial or tax incentives; or unachieved gains in worker productivity. Except as specifically provided in the Agreement, or in Article 7 of this Standard Form of Architect's Services, this mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of the Agreement.

§ 6.4 Solely for the purpose of obtaining or maintaining LEED Certification, the Architect grants the Owner a nonexclusive license to submit the Architect's Instruments of Service, directly or through third parties, to the USGBC or the GBCI to comply with the requirements imposed by the USGBC or the GBCI and further grants the Owner a nonexclusive license to allow the USGBC or the GBCI to publish the Instruments of Service in accordance with the policies and agreements required by the USGBC or the GBCI. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Standard Form of Architect's Services. The license granted in this Section 6.4 is valid only if the Owner substantially performs its obligations, including prompt payment of all sums when due, under the Agreement and this Standard Form of Architect's Services. If the Architect rightfully terminates the Agreement for cause, the license granted in this Section 6.4 shall terminate.

ARTICLE 7 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Standard Form of Architect's Services: LEED[®] Certification, if any, are as follows: