

AIA[®] Document B253[™] – 2007

Standard Form of Architect's Services: Furniture, Furnishings and Equipment Design

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

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 FURNITURE, FURNISHINGS AND EQUIPMENT 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 that identifies milestone dates for decisions required by the Owner, services furnished by the Architect and completion of documentation to be provided by the Architect. The Architect shall coordinate the Furniture, Furnishings and Equipment Design Services schedule with the Owner's Project schedule.

§ 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 upon approvals received from the Owner to complete the Furniture, Furnishings and Equipment Design Services.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not (1) accept trade discounts, (2) have a significant financial interest, or (3) undertake any activity or employment or accept any contribution if it would reasonably appear that such activity, employment, interest or contribution could compromise the Architect's professional judgment.

§ 2.5 Programming Phase Services

§ 2.5.1 The Architect shall consult with representatives of the Owner to review the applicable requirements of the Project in order to understand the goals and objectives of the Owner with respect to their impact on the Owner's furniture, furnishings and equipment requirements.

§ 2.5.2 The Architect shall assist the Owner in the preparation of a budget for the Work.

§ 2.5.3 The Architect shall gather information furnished by the Owner's designated representatives to aid the Architect in understanding the Owner's furniture, furnishings and equipment requirements.

§ 2.5.4 The Architect shall develop personnel space standards based upon an evaluation of the existing conditions at the Owner's facilities, and the functional requirements and standards of the Owner. Personnel space standards shall take into consideration the design and layout of furniture system workstation environments, if applicable. The proposed space standards shall be submitted for the Owner's review and approval.

§ 2.5.5 The Architect shall develop a general understanding of the Owner's equipment requirements, including data, telecommunications, and reproduction equipment related to furniture, furnishings and equipment.

§ 2.5.6 The Architect shall prepare a written summary of observations and make recommendations with respect to the planning of the facility for the Owner's review and approval.

§ 2.6 Schematic Design Phase Services

§ 2.6.1 Based on the approved written program, the Architect shall prepare the design concept for the furniture, furnishings and equipment of the Project, indicating the types and quality.

§ 2.6.2 The Architect shall review with the Owner alternative designs and methods for procurement of the furniture, furnishings and equipment.

§ 2.6.3 The Architect shall assist the Owner in the preparation of a preliminary Project schedule and estimate of the Cost of the Work.

§ 2.7 Design Development Phase Services

§ 2.7.1 Based on the approved Schematic Design, the Architect shall obtain product data and prepare illustrations for furniture, furnishings and equipment as may be appropriate for the Project, including specially designed items or elements, to indicate finished appearance and functional operation.

§ 2.7.2 The Architect shall illustrate the design character of the Project. Such illustrations may include drawings, plans, elevations, renderings, photographs, and samples of actual materials, colors and finishes.

§ 2.7.3 The Architect shall assist the Owner in the preparation of adjustments to the preliminary schedule and estimate of the Cost of the Work.

§ 2.8 Contract Documents Phase Services

§ 2.8.1 Based on the approved Design Development drawings and other documents, including schedule and estimate of the Cost of the Work, the Architect shall prepare Drawings, Specifications and other documents required to describe the requirements for the fabrication, procurement, shipment, delivery and installation of furniture, furnishings and equipment for the Project.

§ 2.8.2 The Architect shall assist the Owner in the preparation of the necessary Quotation Documents.

§ 2.9 Quotation Phase Services

§ 2.9.1 The Architect shall assist the Owner in establishing a list of proposed vendors for furniture, furnishings and equipment.

§ 2.9.2 The Architect shall assist the Owner in obtaining quotations for furniture, furnishings and equipment.

§ 2.9.3 The Architect shall prepare written responses to questions from vendors preparing quotations and provide written clarifications and interpretations of the Quotation Documents in the form of addenda.

§ 2.9.4 The Architect shall assist the Owner in the review of quotations including conformance with the design concept expressed in the Contract Documents.

§ 2.9.5 Quotation Documents include the Quotation Requirements and the proposed Contract Documents.

§ 2.9.6 The Architect shall assist the Owner in awarding and preparing agreements with vendors.

§ 2.9.7 If the Owner and Architect agree that the Architect will purchase furniture, furnishings and equipment on behalf of the Owner with funds provided by the Owner, the duties and compensation related to such additional services shall be set forth in a separate agreement.

§ 2.10 Furniture, Furnishings and Equipment Contract Administration Phase Services

§ 2.10.1 The Architect shall provide administration of the contracts for furniture, furnishings and equipment only as set forth below and in AIA Document A251™–2007, General Conditions of the Contract for Furniture, Furnishings and Equipment.

§ 2.10.2 The Architect will assist the Owner in coordinating schedules for fabrication, delivery and installation of the Work, but will not be responsible for any failure of a Vendor to meet schedules for completion or to perform its respective duties and responsibilities in conformance with such schedules.

§ 2.10.3 The Architect shall review and approve or take other appropriate action upon a Vendor'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.

§ 2.10.4 As the buyer of goods, the Owner shall receive, inspect, and accept or reject furniture, furnishings and equipment at the time of their delivery to the premises and installation unless otherwise agreed. The Architect is not authorized to act as the Owner’s agent in contractual matters.

§ 2.10.5 The Architect shall review final placement and inspect for damage, quality, assembly and function in order to determine that furniture, furnishings and equipment are in accordance with the requirements of the Contract Documents. The Architect may recommend to the Owner acceptance or rejection of furniture, furnishings and equipment.

§ 2.10.6 The Architect shall visit the Project premises at intervals appropriate to the stage of the Vendor’s installation 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. The Architect shall not have control over, charge of, or be responsible for the means, methods, techniques, sequences or procedures of fabrication, shipment, delivery or installation, or for the safety precautions and programs in connection with the Work, as these are solely the Vendor’s rights and responsibilities under the Contract Documents.

ARTICLE 3 ADDITIONAL SERVICES

§ 3.1 In addition to the Furniture, Furnishings and Equipment Design 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 Measured Drawings		
§ 3.1.2 Existing FF&E Inventory		
§ 3.1.3 Valuations/Appraisals of Existing FF&E		
§ 3.1.4 Special Studies and Surveys		
§ 3.1.5 Graphics and Signage Design		
§ 3.1.6 Art Selection and/or Procurement		
§ 3.1.7 Special Consultants		
§ 3.1.8 Studies Related to Future FF&E		
§ 3.1.9 Detailed Cost Estimates		
§ 3.1.10 Detailed Quotation Review		
§ 3.1.11 Receive/Inspect/Accept/Reject Furniture		
§ 3.1.12 Post-Occupancy Evaluations		
§ 3.1.13 Operating Cost Analysis		
§ 3.1.14 Extending Services after Project Completion		
§ 3.1.15 Reviewing Extensive Number of Claims		
§ 3.1.16 Vendor Default Services		
§ 3.1.17 Damage Replacement Consulting		
§ 3.1.18 Public or Legal Proceedings Activities		
§ 3.1.19 On-Site Project Representation (B207™-2008)		
§ 3.1.20 Other:		

§ 3.2 Descriptions of Additional Services

(Insert a description of each service in Section 3.1 the Architect shall provide if not further described in an exhibit attached to this document.)

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 The Owner shall be responsible for negotiations and obligations of the lease, if any, and shall serve as the contact with the landlord. The Owner shall provide information contained in the lease or landlord correspondence relevant to the Project.

§ 4.2 The Owner shall be responsible for the relocation or removal of existing furniture, furnishings and equipment, and the contents from the facility, unless specifically designated otherwise in Article 6.

§ 4.3 The Owner shall establish and update an overall budget for the Project, including the Cost of the Work, the Owner's other costs and reasonable contingencies related to all of these costs. The Cost of the Work shall be the total cost including applicable taxes or, to the extent the Project is not completed, the estimated cost to the Owner of all elements of the Project designed or specified by the Architect. A reasonable allowance for contingencies shall be included for market conditions at the time of quotations and for changes in the Work. The Cost of the Work does not include the compensation of the Architect and Architect's consultants, the costs of financing or other costs that are the responsibility of the Owner.

ARTICLE 5 COMPENSATION

§ 5.1 For the Architect's Furniture, Furnishings and Equipment 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 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 Where compensation for the Architect's services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:
(Insert additional phases as appropriate.)

Programming Phase:	percent (%)
Schematic Design Phase:	percent (%)
Design Development Phase:	percent (%)
Contract Documents Phase:	percent (%)
Quotation Phase:	percent (%)
Furniture, Furnishings and Equipment Contract Administration Phase:	percent (%)
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Total Compensation:	One hundred percent (100%)

§ 5.5 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not provided or installed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 5.4 based on (1) the lowest bona fide quotation, or (2) if no such quotation is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed.

ARTICLE 6 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Standard Form of Architect's Services: Furniture, Furnishings and Equipment Design, if any, are as follows:

