

COMPARISON OF 1987 AND 1997 EDITIONS (1987 BASE)

NOTE TO USER:

Additions to 1987 edition shown by underlining.
Deletions from 1987 edition shown by ~~strikeout~~.

AIA DOCUMENT B141-1997

Standard Form of Agreement Between Owner and Architect with Standard Form of Architect's Services

TABLE OF ARTICLES

- 1.1 INITIAL INFORMATION
- 1.2 RESPONSIBILITIES OF THE PARTIES
- 1.3 TERMS AND CONDITIONS
- 1.4 SCOPE OF SERVICES AND OTHER SPECIAL
TERMS AND CONDITIONS
- 1.5 COMPENSATION

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

AGREEMENT made as of the _____ day of _____
in the year of ~~Nineteen Hundred and~~
(In words, indicate day, month, and year.)

BETWEEN ~~the Architect's client identified as~~ the Owner:
(Name, ~~and address~~ and other information)

and the Architect:
(Name, ~~and address~~ and other information)

For the following Project:
(Include detailed description of Project, ~~location, address and scope.~~)

The Owner and Architect agree as ~~set forth below~~ follows.

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Prepared and compiled for AIA by Alan B. Stover, Esq., AIA
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[no comparable provision in 1987 edition]

[new provision in 1997 edition]

[new provision in 1997 edition]

ARTICLE 1.1 INITIAL INFORMATION

1.1.1 This Agreement is based on the following information and assumptions.

(Note the disposition for the following items by inserting the required information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

1.1.2 PROJECT PARAMETERS

1.1.2.1 The objective or use is:
(Identify or describe, if appropriate, proposed use or goals.)

1.1.2.2 The physical parameters are:
(Identify or describe, if appropriate, size, locations, dimensions, or other pertinent information, such as geotechnical reports about the site.)

1.1.2.3 The Owner's program is:
(Identify documentation or state the manner in which the program will be developed.)

1.1.2.4 The legal parameters are:
(Identify pertinent legal information, including, if appropriate, land surveys and legal descriptions and restrictions of the site.)

1.1.2.5 The financial parameters are as follows.

.1 Amount of the Owner's overall budget for the Project, including the Architect's compensation, is:

.2 Amount of the Owner's budget for the Cost of the Work, excluding the Architect's compensation, is:

1.1.2.6 The time parameters are:
(Identify, if appropriate, milestone dates, durations or fast track scheduling.)

1.1.2.7 The proposed procurement or delivery method for the Project is:
(Identify method such as competitive bid, negotiated contract, or construction management.)

1.1.2.8 Other parameters are:
(Identify special characteristics or needs of the Project such as energy, environmental or historic preservation requirements.)

PROJECT TEAM

[new provision in 1997 edition]

- 1.1.3.1** The Owner's Designated Representative is: (Name, address and other information.)
- 1.1.3.2** The persons or entities, in addition to the Owner's Designated Representative, who are required to review the Architect's submittals to the Owner are: (List name, address and other information.)
- 1.1.3.3** The Owner's other consultants and contractors are: (List discipline and, if known, identify them by name and address.)
- 1.1.3.4** The Architect's Designated Representative is: (List name, address and other information.)
- 1.1.3.5** The consultants retained at the Architect's expense are: (List discipline and, if known, identify them by name and address.)

[new provision in 1997 edition]

- 1.1.4** Other important information is:

[new provision in 1997 edition]

- 1.1.5** When the services under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be the edition of AIA Document A201, current as of the date of this Agreement, or as follows:

[new provision in 1997 edition]

- 1.1.6** The information contained in this Article 1.1 may be reasonably relied upon by the Owner and Architect in determining the Architect's compensation. Both parties, however, recognize that such information may change and, in that event, the Owner and Architect shall negotiate appropriate adjustments in schedule, compensation and Change in Services in accordance with Paragraph 1.3.3.

ARTICLE 1.2 RESPONSIBILITIES OF THE PARTIES

[new provision in 1997 edition]

- 1.2.1** The Owner and the Architect shall cooperate with one another to fulfill their respective obligations under this Agreement. Both parties shall endeavor to maintain good working relationships among all members of the Project team.

1.2.2 OWNER

[1.2.2.1 - 1.2.2.7]

[1997 provisions appear below, opposite 1987 edition, Article 4]

ARTICLE 1**ARCHITECT'S RESPONSIBILITIES****1.1 ARCHITECT'S SERVICES**

1.1.1 The Architect's services consist of those services performed by the Architect, Architect's employees and Architect's consultants as enumerated in Articles 2 and 3 of this Agreement and any other services included in Article 12.

1.1.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Upon request of the Owner, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which may be adjusted as the Project proceeds, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

1.1.3 The services covered by this Agreement are subject to the time limitations contained in Subparagraph 11.5.1.

[new provision in 1997 edition]

[new provision in 1997 edition]

[new provision in 1997 edition]

[new provision in 1997 edition]

1.2.3 ARCHITECT

1.2.3.1 ~~The Architect's services consist of those services performed by the Architect, Architect's employees and Architect's consultants shall be as enumerated in Articles 2 and 3 of this Agreement and any other services included in Article 12~~ 1.4.

1.2.3.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work Project. ~~Upon request of the Owner, The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which initially shall be consistent with the time periods established in Subparagraph 1.1.2.6 and which shall may be adjusted, if necessary, as the Project proceeds, and This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule, approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.~~

[not included in 1997 edition]

1.2.3.3 The Architect's Designated Representative identified in Paragraph 1.1.3 shall be authorized to act on the Architect's behalf with respect to the Project.

1.2.3.4 The Architect shall maintain the confidentiality of information specifically designated as confidential by the Owner, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. The Architect shall require of the Architect's consultants similar agreements to maintain the confidentiality of information specifically designated as confidential by the Owner.

1.2.3.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to the Project.

1.2.3.6 The Architect shall review laws, codes, and regulations applicable to the Architect's services. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project.

[from 1987 Paragraph 4.9 below]

1.2.3.7 The services, information, surveys and reports required by Paragraphs 4.5 through 4.8 shall be furnished at the Owner's expense, and The Architect shall be entitled to rely on the accuracy and completeness thereof of services and information furnished by the Owner. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any errors, omissions or inconsistencies in such services or information.

[1997 provisions appear below,
opposite 1987 edition Article 5]

[1.3.1.1 - 1.3.1.3]

[1997 provisions appear below,
opposite 1987 edition Article 6]

INSTRUMENTS OF SERVICE

[1.3.2.1 - 1.3.2.4]

[1997 provisions appear below,
opposite 1987 edition Article 3]

CHANGES IN SERVICE

[1.3.3.1 - 1.3.3.2]

[1997 provisions appear below,
between 1987 edition Articles 6 and 7]

MEDIATION

[1.3.4.1 - 1.3.4.3]

[1997 provisions appear below,
opposite 1987 edition Article 7]

1.3.5 ARBITRATION

[1.3.5.1 - 1.3.5.5]

[1997 provisions appear below,
between 1987 edition Articles 7 and 8]

1.3.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

[1997 provisions appear below,
opposite 1987 edition Article 9]

MISCELLANEOUS PROVISIONS

[1.3.7.1 - 1.3.7.9]

[1997 provisions appear below,
opposite 1987 edition Article 8]

TERMINATION OR SUSPENSION

[1.3.8.1 — 1.3.8.7]

[1997 provisions appear below,
opposite 1987 edition, Article 10]

PAYMENTS TO THE ARCHITECT

[1.3.9.1 — 1.3.9.4]

[1997 provisions appear below,
between 1997 edition Articles 10 and 11]

ARTICLE 1.4 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS

[1.4.1 - 1.4.2]

[1997 provisions appear below,
opposite 1987 edition Article 11]

ARTICLE 2
SCOPE OF ARCHITECT'S BASIC SERVICES

[B141-1987 Article 2 is replaced by the separate,
self-contained "Standard Form of Architect's
Services" forming the second part of B141-1997]

2.1 DEFINITION

2.1.1 The Architect's Basic Services consist of those described in Paragraphs 2.2 through 2.6 and any other services identified in Article 12 as part of Basic Services, and include normal structural, mechanical and electrical engineering services

[new provision in 1997 edition]

[new provision in 1997 edition]

[new provision in 1997 edition]

ARTICLE 1.5 COMPENSATION

[1.5.1.1 - 1.5.1.8]

*Standard Form of Architect's Services:
Design and Construction Administration*

TABLE OF ARTICLES

<u>2.1</u>	<u>PROJECT ADMINISTRATION SERVICES</u>
<u>2.2</u>	<u>SUPPORTING SERVICES</u>
<u>2.3</u>	<u>EVALUATION AND PLANNING SERVICES</u>
<u>2.4</u>	<u>DESIGN SERVICES</u>
<u>2.5</u>	<u>CONSTRUCTION PROCUREMENT SERVICES</u>
<u>2.6</u>	<u>CONTRACT ADMINISTRATION SERVICES</u>
<u>2.7</u>	<u>FACILITY OPERATION SERVICES</u>
<u>2.8</u>	<u>SCHEDULE OF SERVICES</u>
<u>2.9</u>	<u>MODIFICATIONS</u>

[last clause included as 1997 Paragraph 2.3.1]

ARTICLE 2.1 PROJECT ADMINISTRATION SERVICES

2.1.1 The Architect shall manage the Architect's services and administer the Project. The Architect shall consult with the Owner, research applicable design 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 by the Owner's consultants.

2.1.2 When Project requirements have been sufficiently identified, the Architect shall prepare, and periodically update, a Project schedule that shall identify milestone dates for decisions required of the Owner, design services furnished by the Architect, completion of documentation provided by the Architect, commencement of construction and Substantial Completion of the Work.

2.1.3 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations of program, budget and aesthetics in developing the design for the Project.

[new provision in 1997 edition]

[replaces 1987 subparagraphs 2.2.4, 2.3.1, 2.4.1]

[unchanged from 1987 Subparagraph 2.2.4]

[1997 provisions appear below,
opposite 1987 Article 5]

[1997 provisions appear below,
opposite 1987 Article 4]

2.2 SCHEMATIC DESIGN PHASE

2.2.1 The Architect shall review the program furnished by the Owner to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner.

2.2.2 The Architect shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other, subject to the limitations set forth in Subparagraph 5.2.1.

[new provision in 1997 edition]

2.2.3 The Architect shall review with the Owner alternative approaches to design and construction of the Project.

2.1.4 Upon request of the Owner, the Architect shall make a presentation to explain the design of the Project to representatives of the Owner.

2.1.5 The Architect shall submit design documents to the Owner at intervals appropriate to the design process for purposes of evaluation and approval by the Owner. The Architect shall be entitled to rely upon approvals received from the Owner in the further development of the design.

2.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

2.1.7 EVALUATION OF BUDGET AND COST OF THE WORK

[2.1.7.1 - 2.1.7.6]

ARTICLE 2.2 SUPPORTING SERVICES

[2.2.1 - 2.2.1.3]

ARTICLE 2.3 EVALUATION AND PLANNING SERVICES

[not included in 1997 edition]

2.3.1 The Architect shall provide a preliminary evaluation of the information furnished by the Owner under this Agreement, including the Owner's program and schedule and construction budget requirements, and budget for the Cost of the Work, each in terms of the other, subject to the limitations set forth in Subparagraph 5.2.1. The Architect shall review such information to ascertain that it is consistent with the requirements of the Project and shall notify the Owner of any other information or consultant services that may be reasonably needed for the Project.

2.3.2 The Architect shall provide a preliminary evaluation of the Owner's site for the Project based on the information provided by the Owner of site conditions, and the Owner's program, schedule and budget for the Cost of the Work.

2.3.3 The Architect shall review with the Owner alternative approaches to design and construction the Owner's proposed method of contracting for construction services and shall notify the Owner of anticipated impacts that such method may have on the Owner's program, financial and time requirements, and the scope of the Project.

[from last clause of 1987 Subparagraph 2.1.1]

2.2.4 Based on the mutually agreed-upon program, schedule and construction budget requirements, the Architect shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.

2.2.5 The Architect shall submit to the Owner a preliminary estimate of Construction Cost based on current area, volume or other unit costs.

2.3 DESIGN DEVELOPMENT PHASE

2.3.1 Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program, schedule or construction budget, the Architect shall prepare, for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials, and such other elements as may be appropriate.

2.3.2 The Architect shall advise the Owner of any adjustments to the preliminary estimate of Construction Cost.

ARTICLE 2.4 DESIGN SERVICES

2.4.1 The Architect's Basic design services consist of those described in Paragraphs 2.2 through 2.6 and any other services identified in Article 12 as part of Basic Services, and shall include normal structural, mechanical and electrical engineering services.

2.4.2 SCHEMATIC DESIGN DOCUMENTS

2.4.2.1 The Architect shall prepare Schematic Design Documents based on the mutually agreed-upon program, schedule and construction budget, requirements, the Architect shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the conceptual design of the Project illustrating the scale and relationship of the Project components. The Schematic Design Documents shall include a conceptual site plan, if appropriate, and preliminary building plans, sections and elevations. At the Architect's option, the Schematic Design Documents may include study models, perspective sketches, electronic modeling or combinations of these media. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

[included in 1997 Subparagraph 2.1.7.1]

2.4.3 DESIGN DEVELOPMENT DOCUMENTS

2.4.3.1 The Architect shall provide Design Development Documents based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program, schedule or construction updated budget for the Cost of the Work, the Architect shall prepare, for approval by the Owner, The Design Development Documents consisting of drawings and other documents to fix shall illustrate and describe the size and character refinement of the design of the Project, establishing the scope, relationships, forms, size and appearance of the Project by means of plans, sections and elevations, typical construction details, and equipment layouts, as to architectural, structural, mechanical and electrical systems, materials, and such other elements as may be appropriate. The Design Development Documents shall include specifications that identify major materials and systems and establish in general their quality levels.

[included in 1997 Subparagraph 2.1.7.1]

2.4 CONSTRUCTION DOCUMENTS PHASE

2.4.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Owner, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.

2.4.2 The Architect shall assist the Owner in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and Contractor.

[Conditions definition from 1987 A201]

[Project Manual description from 1987 A201]

2.4.3 The Architect shall advise the Owner of any adjustments to previous preliminary estimates of Construction Cost indicated by changes in requirements or general market conditions.

2.4.4 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

2.5 BIDDING OR NEGOTIATION PHASE

2.5.1 The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction.

[new provision in 1997 edition]

[new provision in 1997 edition]

[new provisions in 1997 edition]

[new provision in 1997 edition]

2.4.4 CONSTRUCTION DOCUMENTS

2.4.4.1 The Architect shall provide Construction Documents based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction updated budget for the Cost of the Work, authorized by the Owner, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting The Construction Documents shall set forth in detail the requirements for the construction of the Project. The Construction Documents shall include Drawings and Specifications that establish in detail the quality levels of materials and systems required for the Project.

2.4.4.2 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of; (1) the necessary bidding and procurement information which describes the time, place and conditions of bidding; bidding or proposal forms; the Conditions of the Contract; and the form of agreement between the Owner and the Contractor, and (2) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect also shall compile the Project Manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

[included in 1997 Subparagraph 2.1.7.1]

[becomes 1997 Paragraph 2.1.6 above]

ARTICLE 2.5 CONSTRUCTION PROCUREMENT SERVICES

2.5.1 The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in obtaining either competitive bids or negotiated proposals and shall assist the Owner in awarding and preparing contracts for construction.

2.5.2 The Architect shall assist the Owner in establishing a list of prospective bidders or contractors.

2.5.3 The Architect shall assist the Owner in bid validation or proposal evaluation and determination of the successful bid or proposal, if any. If requested by the Owner, the Architect shall notify all prospective bidders or contractors of the bid or proposal results.

2.5.4 COMPETITIVE BIDDING

2.5.4.1 Bidding Documents shall consist of bidding requirements, proposed contract forms, General Conditions and Supplementary Conditions, Specifications and Drawings.

[new provision in 1997 edition]

2.5.4.2 If requested by the Owner, the Architect shall arrange for procuring the reproduction of Bidding Documents for distribution to prospective bidders. The Owner shall pay directly for the cost of reproduction or shall reimburse the Architect for such expenses.

[new provision in 1997 edition]

2.5.4.3 If requested by the Owner, the Architect shall distribute Bidding Documents to prospective bidders and request their return upon completion of the bidding process. The Architect shall maintain a log of distribution and retrieval, and the amounts of deposits, if any, received from and returned to prospective bidders.

[new provision in 1997 edition]

2.5.4.4 The Architect shall consider requests for substitutions, if permitted by the Bidding Documents, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

[new provision in 1997 edition]

2.5.4.5 The Architect shall participate in or, at the Owner's direction, shall organize and conduct a pre-bid conference for prospective bidders.

[new provision in 1997 edition]

2.5.4.6 The Architect shall prepare responses to questions from prospective bidders and provide clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda.

[new provision in 1997 edition]

2.5.4.7 The Architect shall participate in or, at the Owner's direction, shall organize and conduct the opening of bids. The Architect shall subsequently document and distribute the bidding results, as directed by the Owner.

[new provisions in 1997 edition]

2.5.5 NEGOTIATED PROPOSALS

[new provision in 1997 edition]

2.5.5.1 The Proposal Documents shall consist of proposal requirements, proposed contract forms, General Conditions and Supplementary Conditions, Specifications and Drawings.

[new provision in 1997 edition]

2.5.5.2 If requested by the Owner, the Architect shall arrange for procuring the reproduction of Proposal Documents for distribution to prospective contractors. The Owner shall pay directly for the cost of reproduction or shall reimburse the Architect for such expenses.

[new provision in 1997 edition]

2.5.5.3 If requested by the Owner, the Architect shall organize and participate in selection interviews with prospective contractors.

[new provision in 1997 edition]

2.5.5.4 The Architect shall consider requests for substitutions, if permitted by the Proposal Documents, and shall prepare and distribute addenda to all prospective contractors identifying approved substitutions to all prospective contractors.

[new provision in 1997 edition]

2.5.5.5 If requested by the Owner, the Architect shall assist the Owner during negotiations with prospective contractors. The Architect shall subsequently document and distribute the negotiation results, as directed by the Owner.

2.6 CONSTRUCTION PHASE—ADMINISTRATION OF THE CONSTRUCTION CONTRACT

2.6.1 The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the Contract for Construction and terminates at the earlier of the issuance to the Owner of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work.

2.6.2 The Architect shall provide administration of the Contract for Construction as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement, unless otherwise provided in this Agreement.

[from 1987 Subparagraph 2.6.1 above]

2.6.3 Duties, responsibilities, and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement of the Owner and Architect with the consent of the Contractor, which consent shall not be unreasonably withheld.

2.6.4 The Architect shall be a representative of and shall advise and consult with the Owner (1) during construction until final payment to the Contractor is due, and (2) as an Additional Service at the Owner's direction from time to time during the correction period described in the Contract for Construction. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written instrument.

[from 1987 Subparagraph 2.6.3 above]

ARTICLE 2.6 CONTRACT ADMINISTRATION SERVICES

[becomes 1997 Subparagraph 2.6.1.2 below]

2.6.1 GENERAL ADMINISTRATION

2.6.1.1 The Architect shall provide administration of the Contract ~~for Construction~~ between the Owner and Contractor as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement, ~~unless otherwise provided in this Agreement.~~ Modifications made to the General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement or approved in writing by the Architect.

2.6.1.2 The Architect's responsibility to provide the Contract Administration Services ~~Basic Services for the Construction Phase~~ under this Agreement commences with the award of the initial ~~initial~~ Contract for Construction and terminates at ~~the earlier~~ of the issuance to the Owner of the final Certificate for Payment. However, the Architect shall be entitled to a Change in Services in accordance with Paragraph 2.8.2 when Contract Administration Services extend or 60 days after the date of Substantial Completion of the Work.

[becomes 1997 Subparagraph 2.6.1.4 below]

2.6.1.3 The Architect shall be a representative of and shall advise and consult with the Owner ~~(+)~~ during the provision of the Contract Administration Services, construction until final payment to the Contractor is due, and (2) as an Additional Service at the Owner's direction from time to time during the correction period described in the Contract for Construction. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written ~~instrument~~ amendment.

2.6.1.4 Duties, responsibilities, and limitations of authority of the Architect under this Article 2.6 shall not be restricted, modified or extended without written agreement of the Owner and Architect with ~~the~~ consent of the Contractor, which consent ~~shall~~ will not be unreasonably withheld.

[new provision in 1997 edition]

[new provision in 1997 edition]

[from 1987 Subparagraph 2.6.15 below]

[from 1987 Subparagraph 2.6.16 below]

[first sentence from 1987 Subparagraph 2.6.18 below; second sentence from 1987 Subparagraph 2.6.17 below]

2.6.5 The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the Owner and Architect in writing to become generally familiar with the progress and quality of the Work completed and to determine in general if the Work is being performed in a manner indicating that the Work when completed will be in accordance with the Contract Documents. However, the 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 on-site observations as an architect, the Architect shall keep the Owner informed of the progress and quality of the Work, and shall endeavor to guard the Owner against defects and deficiencies in the Work. *(More extensive site representation may be agreed to as an Additional Service, as described in Paragraph 3.2.)*

2.6.1.5 The Architect shall review properly prepared, timely requests by the Contractor for additional information about the Contract Documents. A properly prepared request for additional information about the Contract Documents shall be in a form prepared or approved by the Architect and shall include a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested.

2.6.1.6 If deemed appropriate by the Architect, the Architect shall on the Owner's behalf prepare, reproduce and distribute supplemental Drawings and Specifications in response to requests for information by the Contractor.

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

2.6.1.8 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the 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 so rendered in good faith.

2.6.1.9 The Architect shall render written initial decisions within a reasonable time on all claims, disputes or other matters in question between the Owner and Contractor relating to the execution or progress of the Work as provided in the Contract Documents. However, the Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

2.6.2 EVALUATIONS OF THE WORK

2.6.2.1 The Architect, as a representative of the Owner, shall visit the site at intervals appropriate to the stage of construction the Contractor's operations, or as otherwise agreed by the Owner and Architect in writing Article 2.8. (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the 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 on-site observations as an architect, the Architect shall keep the Owner informed of the progress and quality of the Work, and shall endeavor to guard the Owner against defects and deficiencies in the Work. *(More extensive site representation may be agreed to as an Additional Service, as described in Paragraph 3.2.)*

2.6.6 The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are the Contractor's responsibility under the Contract for Construction. The Architect shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. The Architect shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

[unchanged from 1987 Subparagraph 2.6.7]

2.6.8 Except as may otherwise be provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall communicate through the Architect. Communications by and with the Architect's consultants shall be through the Architect.

[from 1987 Subparagraph 2.6.11]

2.6.9 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect shall review and certify the amounts due the Contractor.

2.6.2.2 The Architect shall report to the Owner known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are the Contractor's responsibility under the Contract for Construction. However, the Architect shall not be responsible for the Contractor's schedules or failure to carry out perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts and omissions but shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

2.6.2.3 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

2.6.2.4 Except as may otherwise be provided in the Contract Documents this Agreement or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

2.6.2.5 The Architect shall have authority to reject Work which does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, for implementation of the intent of the Contract Documents, the Architect will have authority to require additional 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 Architect nor a decision made in good faith to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work

2.6.3 CERTIFICATION OF PAYMENTS TO CONTRACTOR

2.6.3.1 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, The Architect shall review and certify the amounts due the Contractor and shall issue Certificates for Payment in such amounts.

2.6.10 The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's observations at the site as provided in Subparagraph 2.6.5 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment shall not be a representation that the 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.

[new provision in 1997 edition]

2.6.11 The Architect shall have authority to reject Work which does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable for implementation of the intent of the Contract Documents, the Architect will have authority to require additional 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 Architect nor a decision made in good faith to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the Work.

[continuation of 1997 Subparagraph 2.6.3.1]

The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's ~~observations at the site~~ evaluation of the Work as provided in Subparagraph ~~2.6.5~~ 2.6.2 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, ~~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 correctable prior to completion, and (4) to specific qualifications expressed by the Architect. ~~The issuance of a Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified.~~

2.6.3.2 However, The issuance of a Certificate for Payment shall not be a representation that the 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.

2.6.3.3 The Architect shall maintain a record of the Contractor's Applications for Payment.

[becomes 1997 Subparagraph 2.6.2.5]

2.6.12 The Architect shall review and approve or take other appropriate action upon 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. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the construction of the Owner or of separate 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 designed by the Contractor, all of which remain the responsibility of the Contractor to the extent 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 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. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

[new provision in 1997 edition]

[from last sentence of 1987
Subparagraph 2.6.12 above]

2.6.4 SUBMITTALS

2.6.4.1 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the construction activities of the Owner, Contractor or of separate 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, ~~designed by the Contractor~~, all of which remain the responsibility of the Contractor ~~to the extent 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 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.

[last sentence becomes 1997
Subparagraph 2.6.4.3 below]

2.6.4.2 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

2.6.4.3 When If professional design services or certifications by a design professional of performance characteristics of materials, related to systems, materials or equipment is are specifically required of the Contractor by the Contract Documents, the Architect shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, such certifications or approvals performed by such design professionals, to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

2.6.13 The Architect shall prepare Change Orders and Construction Change Directives, with supporting documentation and data if deemed necessary by the Architect as provided in Subparagraphs 3.1.1 and 3.3.3, for the Owner's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are not inconsistent with the intent of the Contract Documents.

[new provision in 1997 edition]

[new provision in 1997 edition]

[new provision in 1997 edition]

2.6.14 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, shall receive 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 shall issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

2.6.5 CHANGES IN THE WORK

2.6.5.1 The Architect shall prepare Change Orders and Construction Change Directives, ~~with supporting documentation and data if deemed necessary by the Architect as provided in Subparagraphs 3.1.1 and 3.3.3;~~ for the Owner's approval and execution in accordance with the Contract Documents, ~~and~~ The Architect may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are ~~not inconsistent~~ consistent with the intent of the Contract Documents. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified, as provided in Paragraph 2.8.2.

2.6.5.2 The Architect shall review properly prepared, timely requests by the Owner or Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. 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. If the Architect determines that requested changes in the Work are not materially different from the requirements of the Contract Documents, the Architect may issue an order for a Minor Change in the Work or recommend to the Owner that the requested change be denied.

2.6.5.3 If the Architect determines that implementation of the requested changes would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, the Architect shall make a recommendation to the Owner, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the Contractor, if any, the Architect shall estimate the additional cost and time that might result from such change, including any additional costs attributable to a Changes in Services of the Architect. With the Owner's approval, the Architect shall incorporate those estimates into a Change Order or other appropriate documentation for the Owner's execution or negotiation with the Contractor.

2.6.5.4 The Architect shall maintain records relative to changes in the Work.

2.6.6 PROJECT COMPLETION

2.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, shall 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 shall issue a final Certificate for Payment based upon a final inspection indicating the Work complies upon compliance with the requirements of the Contract Documents.

[new provision in 1997 edition]

[new provision in 1997 edition]

[new provision in 1997 edition]

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

2.6.16 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith.

2.6.17 The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

2.6.18 The Architect shall render written decisions within a reasonable time on all claims, disputes or other matters in question between the Owner and Contractor relating to the execution or progress of the Work as provided in the Contract Documents.

2.6.19 The Architect's decisions on claims, disputes or other matters, including those in question between the Owner and Contractor, except for those relating to aesthetic effect as provided in Subparagraph 2.6.17, shall be subject to arbitration as provided in this Agreement and in the Contract Documents.

[new provision in 1997 edition]

2.6.6.2 The Architect's inspection shall be conducted with the Owner's Representative for 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.

2.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including any amounts needed to pay for final completion or correction of the Work.

2.6.6.4 The Architect shall receive from the Contractor and forward to the Owner: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment and (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens.

[becomes 1997 Subparagraph 2.6.1.7 above]

[becomes 1997 Subparagraph 2.6.1.8 above]

[becomes last sentence of
1997 Subparagraph 2.6.1.9 above]

[becomes first sentence of
1997 Subparagraph 2.6.1.9 above]

[not included in 1997 edition]

ARTICLE 2.7 FACILITY OPERATION SERVICES

2.7.1 The Architect shall meet with the Owner or the Owner's Designated Representative promptly after Substantial Completion to review the need for facility operation services.

[new provision in 1997 edition]

2.7.2 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall conduct a meeting with the Owner and the Owner's Designated Representative to review the facility operations and performance and to make appropriate recommendations to the Owner.

[new provisions in 1997 edition]

ARTICLE 2.8 SCHEDULE OF SERVICES

[new provision in 1997 edition]

2.8.1 Design or Contract Administration Services beyond the following limits shall be provided by the Architect as a Change in Services in accordance with Paragraph 1.3.3:

- .1 up to _____ () reviews of each Shop Drawing, Product Data item, Sample and similar submittal of the Contractor.
- .2 up to _____ () visits to the site by the Architect over the duration of the Project during construction.
- .3 up to _____ () 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 up to _____ () inspections for any portion of the Work to determine final completion.

[new provision in 1997 edition]

2.8.2 The following Contract Administration Services shall be provided by the Architect as a Change in Services in accordance with Paragraph 1.3.3:

[new provision in 1997 edition]

- .1 review of a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;

[new provision in 1997 edition]

- .2 responses to 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;

[from 1987 Subparagraph 3.3.3 below]

- .3 ~~Preparing Drawings, Specifications and other documentation and supporting data, evaluating Contractor's proposals, and providing other services in connection with Change Orders and Construction Change Directives requiring evaluation of proposals, including the preparation or revision of Instruments of Service;~~

[from 1987 Subparagraph 3.3.5 below]

- .4 providing consultation concerning replacement of Work ~~damaged by resulting from~~ fire or other cause during construction; and furnishing services required in connection with the replacement of such Work;

[from 1987 Subparagraph 3.3.7 below]

[from 1987 Subparagraph 3.3.4 below]

[from 1987 Subparagraph 3.3.9 below]

[from 1987 Subparagraph 3.4.18 below]

- .5 ~~Providing services in evaluating~~ evaluation of an extensive number of claims submitted by the Owner's consultants, the Contractor or others in connection with the Work;
- .6 ~~Providing services in connection with evaluating~~ evaluation of substitutions proposed by the Owner's consultants or contractors and making subsequent revisions to Drawings, Specifications and other documentation Instruments of Service resulting therefrom;
- .7 ~~Preparing documents~~ preparation of design and documentation for alternate, separate or sequential bids or providing services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase: bid or proposal requests proposed by the Owner; or
- .8 ~~Providing services after issuance to the Owner of the final Certificate for Payment, or more than Contract Administration Services provided~~ 60 days after the date of Substantial Completion of the Work.

2.8.3 The Architect shall furnish or provide the following services only if specifically designated:

[1997 Clauses replace 1987 Subparagraphs indicated below]

Services

Responsibility Location of Service
(Architect, Owner Description
or Not Provided)

- 3.4.1 [new service replaces 3.4.19]
- 3.4.2 [new service replaces 3.4.19]
- 3.4.3 [new service in 1997 edition]
- 3.4.4 3.4.6 and 3.4.15
- 3.4.5
- 3.4.6
- 3.4.7
- 3.4.8
- 3.4.9 [new service replaces 3.4.19]
- 3.4.10 [new service replaces 3.4.19]
- 3.4.11
- 3.4.12
- 3.4.13
- 3.4.14
- 3.2.1
- 3.4.9
- 3.4.17
- 3.4.16
- 3.4.18
- 3.4.14

- .1 Programming
- .2 Land Survey Services
- .3 Geotechnical Services
- .4 Space Schematics/Flow Diagrams
- .5 Existing Facilities Surveys
- .6 Economic Feasibility Studies
- .7 Site Analysis and Selection
- .8 Environmental Studies and Reports
- .9 Owner-Supplied Data Coordination
- .10 Schedule Development and Monitoring
- .11 Civil Design
- .12 Landscape Design
- .13 Interior Design
- .14 Special Bidding or Negotiation
- .15 Value Analysis
- .16 Detailed Cost Estimating
- .17 On-Site Project Representation
- .18 Construction Management
- .19 Start-Up Assistance
- .20 Record Drawings
- .21 Post-Contract Evaluation
- .22 Tenant-Related Services
- .23
- .24
- .25

Description of Services.
(Insert descriptions of the services designated.)

[replaces 1987 Article 12 below]

[new provision in 1997 edition]

ARTICLE 3 ADDITIONAL SERVICES

3.1 GENERAL

3.1.1 The services described in this Article 3 are not included in Basic Services unless so identified in Article 12, and they shall be paid for by the Owner as provided in this Agreement, in addition to compensation for Basic Services. The services described under Paragraphs 3.2 and 3.4 shall only be provided if authorized or confirmed in writing by the Owner. If services described under Contingent Additional Services in Paragraph 3.3 are required due to circumstances beyond the Architect's control, the Architect shall notify the Owner prior to commencing such services. If the Owner deems that such services described under Paragraph 3.3 are not required, the Owner shall give prompt written notice to the Architect. If the Owner indicates in writing that all or part of such Contingent Additional Services are not required, the Architect shall have no obligation to provide those services.

ARTICLE 2.9 MODIFICATIONS

2.9.1 Modifications to this Standard Form of Architect's Services: Design and Contract Administration, if any, are as follows:

By its execution, this Standard Form of Architect's Services: Design and Contract Administration and modifications hereto are incorporated into the Standard Form of Agreement Between the Owner and Architect, AIA Document B141-1997, that was entered into by the parties as of the date: _____

*Standard Form of Agreement
Between Owner and Architect
with Standard Form of Architect's Services*

1.3.3 CHANGE IN SERVICES

1.3.3.1 ~~The services described in this Article 3 are not included in Basic Services unless so identified in Article 12, and they shall be paid for by the Owner as provided in this Agreement, in addition to compensation for Basic Services. The services described under Paragraphs 3.2 and 3.4 shall only be provided if authorized or confirmed in writing by the Owner. Change in the Services of the Architect, including services required of the Architect's consultants, may be accomplished after execution of this Agreement, without invalidating the Agreement, if mutually agreed in writing, if services described under Contingent Additional Services in Paragraph 3.3 are required due to by circumstances beyond the Architect's control, or if the Architect's services are affected as described in Subparagraph 1.3.3.2. In the absence of mutual agreement in writing, the Architect shall notify the Owner prior to providing commencing such services. If the Owner deems that all or a part of such Change in Services described under Paragraph 3.3 are is not required, the Owner shall give prompt written notice to the Architect, and —If the Owner indicates in writing that all or part of such Contingent Additional Services are not required, the Architect shall have no obligation to provide those services. Except for a change due to the fault of the Architect, Change in Services of the Architect shall entitle the Architect to an adjustment in compensation pursuant to Paragraph 1.5.2, and to any Reimbursable Expenses described in Subparagraph 1.3.9.2 and Paragraph 1.5.5.~~

3.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES

3.2.1 If more extensive representation at the site than is described in Subparagraph 2.6.5 is required, the Architect shall provide one or more Project Representatives to assist in carrying out such additional on-site responsibilities.

3.2.2 Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefor as agreed by the Owner and Architect. The duties, responsibilities and limitations of authority of Project Representatives shall be as described in the edition of AIA Document B352 current as of the date of this Agreement, unless otherwise agreed.

3.2.3 Through the observations by such Project Representatives, the Architect shall endeavor to provide further protection for the Owner against defects and deficiencies in the Work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Architect as described elsewhere in this Agreement.

3.3 CONTINGENT ADDITIONAL SERVICES

3.3.1 Making revisions in Drawings, Specifications or other documents when such revisions are:

- .1 inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program or Project budget;
- .2 required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; or
- .3 due to changes required as a result of the Owner's failure to render decisions in a timely manner.

3.3.2 Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, the Owner's schedule, or the method of bidding or negotiating and contracting for construction, except for services required under Subparagraph 5.2.5.

3.3.3 Preparing Drawings, Specifications and other documentation and supporting data, evaluating Contractor's proposals, and providing other services in connection with Change Orders and Construction Change Directives.

[becomes item .17 in 1997 Paragraph 2.8.3 above]

[not included in 1997 edition]

[not included in 1997 edition]

1.3.3.2 If any of the following circumstances affect the Architect's services for the Project, the Architect shall be entitled to an appropriate adjustment in the Architect's schedule and compensation: Making revisions in Drawings, Specifications or other documents when such revisions are:

- .1 inconsistent with change in the instructions or approvals or instructions previously given by the Owner, including that necessitate revisions made necessary by adjustments in the Owner's program or Project budget; in Instruments of Service
- .2 required by the enactment or revision of codes, laws or regulations or official interpretations which necessitate changes to previously prepared Instruments of Service; subsequent to the preparation of such documents; or
- .3 due to changes required as a result of the Owner's failure to render decisions of the Owner not rendered in a timely manner;
- .4 Providing services required because of significant changes change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget, or the procurement method; of bidding or negotiating and contracting for construction; except for services required under Subparagraph 5.2.5.

[becomes 1997 Subparagraph 2.8.2.3]

3.3.4 Providing services in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to Drawings, Specifications and other documentation resulting therefrom.

3.3.5 Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

3.3.6 Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.

3.3.7 Providing services in evaluating an extensive number of claims submitted by the Contractor or others in connection with the Work.

3.3.8 Providing services in connection with a public hearing, arbitration proceeding or legal proceeding except where the Architect is party thereto.

3.3.9 Preparing documents for alternate, separate or sequential bids or providing services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase.

[new provision in 1997 edition]

3.4 OPTIONAL ADDITIONAL SERVICES

3.4.1 Providing analyses of the Owner's needs and programming the requirements of the Project.

3.4.2 Providing financial feasibility or other special studies.

3.4.3 Providing planning surveys, site evaluations or comparative studies of prospective sites.

3.4.4 Providing special surveys, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.

3.4.5 Providing services relative to future facilities, systems and equipment.

3.4.6 Providing services to investigate existing conditions or facilities or to make measured drawings thereof.

3.4.7 Providing services to verify the accuracy of drawings or other information furnished by the Owner.

3.4.8 Providing coordination of construction performed by separate contractors or by the Owner's own forces and coordination of services required in connection with construction performed and equipment supplied by the Owner.

[becomes 1997 Subparagraph 2.8.2.6]

[becomes 1997 Subparagraph 2.8.2.4]

~~.5 Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the Work of the Contractor, or by failure of performance on the part of either the Owner, the Owner's consultants or the Contractor, under the Contract for Construction.~~

[becomes 1997 Subparagraph 2.8.2.5]

~~.6 Providing services in connection with preparation for and attendance at a public hearing, arbitration a dispute resolution proceeding or a legal proceeding except where the Architect is party thereto; -~~

[becomes 1997 Subparagraph 2.8.2.7]

~~.7 change in the information contained in Article 1.1.~~

[becomes item .1 in 1997 Paragraph 2.8.3 above]

[becomes item .6 in 1997 Paragraph 2.8.3 above]

[becomes item .7 in 1997 Paragraph 2.8.3 above]

[becomes item .8 in 1997 Paragraph 2.8.3 above]

[not included in 1997 edition]

[becomes item .5 in 1997 Paragraph 2.8.3 above]

[becomes item .9 in 1997 Paragraph 2.8.3 above]

[becomes item .10 in 1997 Paragraph 2.8.3 above]

B141 - 1987 edition

- 3.4.9** Providing services in connection with the work of a construction manager or separate consultants retained by the Owner.
- 3.4.10** Providing detailed estimates of Construction Cost.
- 3.4.11** Providing detailed quantity surveys or inventories of material, equipment and labor.
- 3.4.12** Providing analyses of owning and operating costs.
- 3.4.13** Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.
- 3.4.14** Providing services for planning tenant or rental spaces.
- 3.4.15** Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.
- 3.4.16** Preparing a set of reproducible record drawings showing significant changes in the Work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.
- 3.4.17** Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.
- 3.4.18** Providing services after issuance to the Owner of the final Certificate for Payment, or in the absence of a final Certificate for Payment, more than 60 days after the date of Substantial Completion of the Work.
- 3.4.19** Providing services of consultants for other than architectural, structural, mechanical and electrical engineering portions of the Project provided as a part of Basic Services.
- 3.4.20** Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

B141 - 1997 edition

- [becomes item .18 in 1997 Paragraph 2.8.3 above]**
- [becomes item .16 in 1997 Paragraph 2.8.3 above]**
- [not included in 1997 edition]**
- [becomes item .15 in 1997 Paragraph 2.8.3 above]**
- [becomes item .13 in 1997 Paragraph 2.8.3 above]**
- [becomes item .22 in 1997 Paragraph 2.8.3 above]**
- [becomes item .5 in 1997 Paragraph 2.8.3 above]**
- [becomes item .20 in 1997 Paragraph 2.8.3 above]**
- [becomes item .19 in 1997 Paragraph 2.8.3 above]**
- [becomes Clause 2.8.2.8 above; also covered as item .21 in 1997 Paragraph 2.8.3 above]**
- [becomes items .2, .3, .11 and .12 in 1997 Paragraph 2.8.3 above]**
- [not included in 1997 edition]**

ARTICLE 4**OWNER'S RESPONSIBILITIES**

4.1 The Owner shall provide full information regarding requirements for the Project, including a program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

**[Owner's program becomes 1997
Subparagraph 2.2.1.1 below]**

4.2 The Owner shall establish and update an overall budget for the Project, including the Construction Cost, the Owner's other costs and reasonable contingencies related to all of these costs.

4.3 If requested by the Architect, the Owner shall furnish evidence that financial arrangements have been made to fulfill the Owner's obligations under this Agreement.

4.4 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

4.5 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a 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 pertaining 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.

4.6 The Owner shall furnish the services of geotechnical engineers when such services are requested by the Architect. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations.

1.2.2 OWNER

1.2.2.1 ~~Unless otherwise provided under this Agreement, the Owner shall provide full information in a timely manner regarding requirements for and limitations on the Project, including a program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. The Owner shall furnish to the Architect, within 15 days after receipt of a written request, information necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.~~

1.2.2.2 ~~The Owner shall establish and periodically update an overall the budget for the Project, including the Construction Cost, the Owner's other costs and reasonable contingencies related to all of these costs: that portion allocated for the Cost of the Work. The Owner shall not significantly increase or decrease the overall budget, the portion of the budget allocated for the Cost of the Work, or contingencies included in the overall budget or a portion of the budget, without the agreement of the Architect to a corresponding change in the Project scope and quality.~~

[not included in 1997 edition]

1.2.2.3 ~~The Owner's Designated shall designate a Representative identified in Paragraph 1.1.3 shall be authorized to act on the Owner's behalf with respect to the Project. The Owner or the Owner's Designated or such authorized Representative shall render decisions in a timely manner pertaining with respect to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.~~

[becomes 1997 Subparagraph 2.2.1.2 below]

[becomes 1997 Subparagraph 2.2.1.3 below]

4.6.1 The Owner shall furnish the services of other consultants when such services are reasonably required by the scope of the Project and are requested by the Architect.

4.7 The Owner shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.

4.8 The Owner shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of the Owner.

4.9 The services, information, surveys and reports required by Paragraphs 4.5 through 4.8 shall be furnished at the Owner's expense, and the Architect shall be entitled to rely on the accuracy and completeness thereof.

4.10 Prompt written notice shall be given by the Owner to the Architect if the Owner becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents.

4.11 The proposed language of certificates or certifications requested of the Architect or Architect's consultants shall be submitted to the Architect for review and approval at least 14 days prior to execution. The Owner shall not request certifications that would require knowledge or services beyond the scope of this Agreement.

[new provision in 1997 edition]

[new provision in 1997 edition]

[from 1987 Paragraph 4.1 above]

1.2.2.4 The Owner shall furnish the services of other consultants ~~other than those designated in Paragraph 1.1.3 or authorize the Architect to furnish them as a Change in Services~~ when such services ~~are requested by the Architect and are reasonably required by the scope of the Project, and are requested by the Architect.~~

1.2.2.5 ~~Unless otherwise provided in this Agreement, 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, tests, and tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.~~

1.2.2.6 The Owner shall furnish all legal, insurance and accounting ~~and insurance counseling services, including auditing services, that as may be reasonably necessary at any time for the Project to meet the Owner's needs and interests, including auditing services the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of the Owner.~~

[becomes 1997 Subparagraph 1.2.3.7 above]

1.2.2.7 ~~The Owner shall provide prompt written notice shall be given by the Owner to the Architect if the Owner becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's Instruments of Service, or nonconformance with the Contract Documents.~~

[becomes 1987 Subparagraph 1.3.7.8 below]

Standard Form of Architect's Services: Design and Construction Administration

ARTICLE 2.2 SUPPORTING SERVICES

2.2.1 ~~Unless specifically designated in Paragraph 2.8.3, the services in this Article 2.2 shall be provided by the Owner or the Owner's consultants and contractors.~~

2.2.1.1 The Owner shall provide full information regarding requirements for the Project, including furnish a program which shall set setting forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

[from 1987 Paragraph 4.7 above]

[from 1987 Paragraph 4.6 above]

ARTICLE 5

CONSTRUCTION COST

5.1 DEFINITION

5.1.1 The Construction Cost shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

5.1.2 The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, plus a reasonable allowance for the Contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work during construction.

5.1.3 Construction Cost does not include the compensation of the Architect and Architect's consultants, the costs of land, rights-of-way, financing or other costs which are the responsibility of the Owner as provided in Article 4.

2.2.1.2 The Owner shall furnish surveys ~~describing to describe~~ physical characteristics, legal limitations and utility locations for the site of the Project, and a 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 ~~pertaining 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.

2.2.1.3 The Owner shall furnish ~~the services of geotechnical engineers when such services are requested by the Architect.~~ Such 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 professional recommendations.

*Standard Form of Agreement
Between Owner and Architect
with Standard Form of Architect's Services*

ARTICLE 1.3 TERMS AND CONDITIONS

1.3.1 COST OF THE WORK

1.3.1.1 The Construction Cost ~~of the Work~~ shall be the total cost 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

1.3.1.2 The Construction Cost ~~of the Work~~ shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, including the costs of management or supervision of construction or installation provided by a separate construction manager or contractor, plus a reasonable allowance for ~~the Contractor's their~~ overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work, ~~during construction.~~

1.3.1.3 ~~Construction The~~ Cost ~~of the Work~~ does not include the compensation of the Architect and ~~the~~ Architect's consultants, the costs of land, rights-of-way; and financing or other costs ~~which that~~ are the responsibility of the Owner, ~~as provided in Article 4.~~

*Standard Form of Architect's Services:
Design and Construction Administration*

5.2 RESPONSIBILITY FOR CONSTRUCTION COST

[replaces 1987 Subparagraphs 2.2.5, 2.3.2 and 2.4.3]

5.2.1 Evaluations of the Owner's Project budget, preliminary estimates of Construction Cost and detailed estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Architect.

5.2.2 No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget, unless such fixed limit has been agreed upon in writing and signed by the parties hereto. If such fixed limit has been established, the Architect shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids to adjust the Construction Cost to the fixed limit. Fixed limits, if any, shall be increased in the amount of an increase in the Contract Sum occurring after execution of the Contract for Construction.

2.1.7 EVALUATION OF BUDGET AND COST OF THE WORK

2.1.7.1 When the Project requirements have been sufficiently identified, the Architect shall prepare submit to the Owner a preliminary estimate of the Construction Cost of the Work. This estimate may be based on current area, volume or other unit costs similar conceptual estimating techniques. As the design progresses through the end of the preparation of the Construction Documents, the Architect shall update and refine the preliminary estimate of the Cost of the Work. The Architect shall advise the Owner of any adjustments to previous estimates of the preliminary estimate of Construction Cost of the Work indicated by changes in Project requirements or general market conditions. If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments.

2.1.7.2 Evaluations of the Owner's Project budget for the Project, the preliminary estimates of Construction the Cost of the Work and detailed updated estimates of Construction the Cost of the Work, if any, prepared by the Architect, represent the Architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget for the Project or from any estimate of Construction the Cost of the Work or evaluation prepared or agreed to by the Architect.

2.1.7.3 No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget, unless such fixed limit has been agreed upon in writing and signed by the parties hereto. If such fixed limit has been established, In preparing estimates of the Cost of the Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Construction Cost of the Work to the fixed limit; meet the Owner's adjusted budget for the Cost of the Work. Fixed limits, if any, shall be increased in the amount of If an increase in the Contract Sum occurring after execution of the Contract for Construction between the Owner and the Contractor causes the budget for the Cost of the Work to be exceeded, that budget shall be increased accordingly.

5.2.3 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought.

5.2.4 If a fixed limit of Construction Cost (adjusted as provided in Subparagraph 5.2.3) is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:

- .1 give written approval of an increase in such fixed limit;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 if the Project is abandoned, terminate in accordance with Paragraph 8.3; or
- .4 cooperate in revising the Project scope and quality as required to reduce the Construction Cost.

5.2.5 If the Owner chooses to proceed under Clause 5.2.4.4, the Architect, without additional charge, shall modify the Contract Documents as necessary to comply with the fixed limit, if established as a condition of this Agreement. The modification of Contract Documents shall be the limit of the Architect's responsibility arising out of the establishment of a fixed limit. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

2.1.7.4 If the bidding or negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, any the Project budget or fixed limit of Construction for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the construction industry, between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought.

2.1.7.5 If a fixed limit of Construction the budget for the Cost of the Work (adjusted as provided in Subparagraph 5.2.3) is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:

- .1 give written approval of an increase in such fixed limit; the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 if the Project is abandoned; terminate in accordance with Paragraph 8.3 Subparagraph 1.3.8.5; or
- .4 cooperate in revising the Project scope and quality as required to reduce the Construction Cost of the Work.

2.1.7.6 If the Owner chooses to proceed under Clause 5.2.4.4 2.1.7.5.4, the Architect, without additional charge compensation, shall modify the Contract documents for which the Architect is responsible under this Agreement as necessary to comply with the fixed limit, if established as a condition of this Agreement budget for the Cost of the Work. The modification of Contract such documents shall be the limit of the Architect's responsibility arising out of the establishment of a fixed limit under this Paragraph 2.1.7. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the construction Phase is commenced.

ARTICLE 6
**USE OF ARCHITECT'S DRAWINGS,
 SPECIFICATIONS AND OTHER DOCUMENTS**

6.1 The Drawings, Specifications and other documents prepared by the Architect for this Project are instruments of the Architect's service for use solely with respect to this Project and, unless otherwise provided, the Architect shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall be permitted to retain copies, including reproducible copies, of the Architect's Drawings, Specifications and other documents for information and reference in connection with the Owner's use and occupancy of the Project. The Architect's Drawings, Specifications or other documents shall not be used by the Owner or others on other projects, for additions to this Project or for completion of this Project by others, unless the Architect is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.

[new provision in 1997 edition]

*Standard Form of Agreement
 Between Owner and Architect
 with Standard Form of Architect's Services*

1.3.2 INSTRUMENTS OF SERVICE

1.3.2.1 ~~The Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants for this Project are Instruments of the Architect's Service for use solely with respect to this Project, and, unless otherwise provided, The Architect and the Architect's consultants shall be deemed the authors and owners of these documents their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including the copyrights.~~

[balance of 1987 Paragraph 6.1 becomes part of 1997 Subparagraph 1.3.2.3 below]

1.3.2.2 ~~Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to reproduce the Architect's Instruments of Service solely for the purposes of constructing, using and maintaining the Project, provided that the Owner shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. Any termination of this Agreement prior to completion of the Project shall terminate this license. Upon such termination, the Owner shall refrain from making further reproductions of Instruments of Service and shall return to the Architect within seven days of termination all originals and reproductions in the Owner's possession or control. If and upon the date the Architect is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.~~

6.2 Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the Architect's reserved rights.

[from last sentence of 1987 Paragraph 6.1 above]

[new provision in 1997 edition]

[1997 provision appears above,
opposite 1987 edition Paragraph 3.1]

[new provisions in 1997 edition]

[new provision in 1997 edition]

1.3.2.3 Except for the licenses granted in Subparagraph 1.3.2.2, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. However, the Owner shall be permitted to authorize the Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the Work by license granted in Subparagraph 1.3.2.2. Submission or distribution of documents Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the Architect's reserved rights of the Architect and the Architect's consultants.

The Architect's Drawings, Specifications or other documents Owner shall not be used by the Owner or others on other projects; use the Instruments of Service for future additions or alterations to this Project or for completion of this Project by others; other projects, unless the Architect is adjudged to be in default under this Agreement, except by Owner obtains the prior written agreement in writing and with appropriate compensation to the of the Architect and the Architect's consultants. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

1.3.2.4 Prior to the Architect providing to the Owner any Instruments of Service in electronic form or the Owner providing to the Architect any electronic data for incorporation into the Instruments of Service, the Owner and the Architect shall by separate written agreement set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations or licenses not otherwise provided in this Agreement.

1.3.3 CHANGE IN SERVICES

[1.3.3.1]

1.3.4 MEDIATION

1.3.4.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

[new provision in 1997 edition]

1.3.4.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

[new provision in 1997 edition]

1.3.4.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

ARTICLE 7 ARBITRATION

1.3.5 ARBITRATION

[new provision in 1997 edition]

1.3.5.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with Paragraph 1.3.4.

7.1 Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or the breach thereof shall be subject to and decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise.

1.3.5.2 Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or the breach thereof that are not resolved by mediation shall be subject to and decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect, unless the parties mutually agree otherwise.

[first sentence of 1987 Paragraph 7.2 becomes last sentence of 1997 Subparagraph 1.3.5.2]

Demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association.

[balance of 1987 Paragraph 7.2 unchanged]

1.3.5.3 Demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for arbitration shall be made within a reasonable amount of time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

7.3 No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the Owner, Architect, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

[unchanged from 1987 Paragraph 7.4]

[new provision in 1997 edition]

[1997 provisions appear below,
opposite 1987 edition Article 9]

ARTICLE 8

TERMINATION, SUSPENSION OR ABANDONMENT

[from 1987 Paragraph 8.4 below]

1.3.5.4 No arbitration arising out of or relating to this Agreement shall include, by consolidation ~~or~~ joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement and signed by the Owner, Architect, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

1.3.5.5 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

1.3.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

1.3.6.1 The Architect and the Owner and Architect waive consequential damages for claims, disputes or other matters in question arising out of or relating to the Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Paragraph 1.3.8.

1.3.7 MISCELLANEOUS PROVISIONS

[1.3.7.1 - 1.3.7.9]

1.3.8 TERMINATION OR SUSPENSION

1.3.8.1 Failure of If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination, or, at the Architect's option, cause for suspension of performance of services under this Agreement.

[from 1987 Paragraph 8.5 below]

8.1 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

8.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Architect's services.

8.3 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect in the event that the Project is permanently abandoned. If the Project is abandoned by the Owner for more than 90 consecutive days, the Architect may terminate this Agreement by giving written notice.

8.4 Failure of the Owner to make payments to the Architect in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.

8.5 If the Owner fails to make payment when due the Architect for services and expenses, the Architect may, upon seven days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Architect within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.

[unchanged; from 1987 Paragraph 8.1 above]

[new provision in 1997 edition]

If the Owner fails to make payment when due the Architect for services and expenses; the Architect may, upon elects to suspend services, prior to suspension of services, the Architect shall give seven days' written notice to the Owner, ; suspend performance of services under this Agreement. Unless payment in full is received by the Architect within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

[unchanged; becomes 1997
Subparagraph 1.3.8.4 below]

1.3.8.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect's compensation shall be equitably adjusted to provide Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

1.3.8.3 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect in the event that the Project is permanently abandoned. If the Project is abandoned by the Owner suspended or the Architect's services are suspended for more than 90 consecutive days, the Architect may terminate this Agreement by giving not less than seven days' written notice.

[becomes first part of 1997
Subparagraph 1.3.8.1 above]

[becomes second part of 1997
Subparagraph 1.3.8.1 above]

1.3.8.4 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

1.3.8.5 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

8.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Paragraph 8.7.

8.7 Termination Expenses are in addition to compensation for Basic and Additional Services, and include expenses which are directly attributable to termination. Termination Expenses shall be computed as a percentage of the total compensation for Basic Services and Additional Services earned to the time of termination, as follows:

- ~~1~~ Twenty percent of the total compensation for Basic and Additional Services earned to date if termination occurs before or during the predesign, site analysis, or Schematic Design Phases; or
- ~~2~~ Ten percent of the total compensation for Basic and Additional Services earned to date if termination occurs during the Design Development Phase; or
- ~~3~~ Five percent of the total compensation for Basic and Additional Services earned to date if termination occurs during any subsequent phase.

ARTICLE 9

MISCELLANEOUS PROVISIONS

9.1 Unless otherwise provided, this Agreement shall be governed by the law of the principal place of business of the Architect.

[unchanged from 1987 Paragraph 9.2]

9.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion, or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion.

1.3.8.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Paragraph ~~8.7~~ Clause 1.3.8.7.

1.3.8.7 Termination Expenses are in addition to compensation for ~~Basic and Additional Services~~; the services of the Architect and include expenses which are directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect. Termination Expenses shall be computed as a percentage of the total compensation for ~~Basic Services and Additional Services~~ earned to the time of termination, as follows:

- ~~1~~ Twenty percent of the total compensation for Basic and Additional Services earned to date if termination occurs before or during the predesign, site analysis, or Schematic Design Phases; or
- ~~2~~ Ten percent of the total compensation for Basic and Additional Services earned to date if termination occurs during the Design Development Phase; or
- ~~3~~ Five percent of the total compensation for Basic and Additional Services earned to date if termination occurs during any subsequent phase.

1.3.7 MISCELLANEOUS PROVISIONS

1.3.7.1 ~~Unless otherwise provided, This Agreement shall be governed by the law of the principal place of business of the Architect, unless otherwise provided in Paragraph 1.4.2.~~

1.3.7.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

1.3.7.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion ~~or~~ or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Architect's services are substantially completed.

9.4 The Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. The Owner and Architect each shall require similar waivers from their contractors, consultants and agents.

9.5 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Architect shall assign this Agreement without the written consent of the other.

9.6 This Agreement represents the entire and integrated agreement between the Owner and Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

[unchanged from 1987 Paragraph 9.7]

9.8 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

9.9 The Architect shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Architect's promotional and professional materials. The Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect on the construction sign and in the promotional materials for the Project.

1.3.7.4 ~~To the extent damages are covered by property insurance during construction, the Owner and the Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. The Owner and Architect, as appropriate, each shall require similar waivers from their of the contractors, consultants, and agents and employees of any of them similar waivers in favor of the other parties enumerated herein.~~

[becomes 1997 Subparagraph 1.3.7.9 below]

[becomes 1997 Paragraph 1.4.1 below]

1.3.7.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

1.3.7.6 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site, ~~including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.~~

1.3.7.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project ~~including photographs of the exterior and interior~~, among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect ~~on the construction sign and in the~~ Owner's promotional materials for the Project.

[from 1987 Paragraph 4.11 above]

[from 1987 Paragraph 9.5 above]

[1997 provisions appear above,
opposite 1987 Article 8]

ARTICLE 10

PAYMENTS TO THE ARCHITECT

10.1 DIRECT PERSONNEL EXPENSE

10.1.1 Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

[first sentence from 1987
Subparagraph 10.4.1 below]

[second sentence from 1987
Subparagraph 10.5.1 below]

10.2 REIMBURSABLE EXPENSES

10.2.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and Architect's employees and consultants in the interest of the Project, as identified in the following Clauses.

1.3.7.8 ~~If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review and approval at least 14 days prior to the requested dates of execution. The Owner shall not request certifications. The Architect shall not be required to execute certificates that would require knowledge, or services, or responsibilities beyond the scope of this Agreement.~~

1.3.7.9 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. ~~Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to an institutional lender providing financing for the Project. In such event, the lender shall assume the Owner's rights and obligations under this Agreement. The Architect shall execute all consents reasonably required to facilitate such assignment.~~

TERMINATION OR SUSPENSION

[1.3.8.1 - 1.3.8.7]

1.3.9 PAYMENTS TO THE ARCHITECT

[becomes 1997 Subparagraph 1.3.9.4 below]

1.3.9.1 ~~Payments on account of services rendered the Architect's Additional Services and for Reimbursable Expenses incurred shall be made monthly upon presentation of the Architect's statement of services, rendered or expenses incurred:~~

No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect has been found adjudged to be liable.

1.3.9.2 Reimbursable Expenses are in addition to compensation for ~~Basic and Additional Services~~ the Architect's services and include expenses incurred by the Architect and Architect's employees and consultants ~~in the interest of~~ directly related to the Project, as identified in the following Clauses:

10.2.1.1 Expense of transportation in connection with the Project; expenses in connection with authorized out-of-town travel; long-distance communications; and fees paid for securing approval of authorities having jurisdiction over the Project.

10.2.1.2 Expense of reproductions, postage and handling of Drawings, Specifications and other documents.

10.2.1.3 If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates.

10.2.1.4 Expense of renderings, models and mock-ups requested by the Owner.

10.2.1.5 Expense of additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and Architect's consultants.

10.2.1.6 Expense of computer-aided design and drafting equipment time when used in connection with the Project.

[new provision in 1997 edition]

[new provision in 1997 edition]

10.3 PAYMENTS ON ACCOUNT OF BASIC SERVICES

10.3.1 An initial payment as set forth in Paragraph 11.1 is the minimum payable under this Agreement.

10.3.2 Subsequent payments for Basic Services shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service, on the basis set forth in Subparagraph 11.2.2.

10.3.3 If and to the extent that the time initially established in Subparagraph 11.5.1 of this Agreement is exceeded or extended through no fault of the Architect, compensation for any services rendered during the additional period of time shall be computed in the manner set forth in Subparagraph 11.3.2.

10.3.4 When compensation is based on a percentage of Construction Cost and any portions of the Project are deleted or otherwise not constructed, 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 Subparagraph 11.2.2, based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent preliminary estimate of Construction Cost or detailed estimate of Construction Cost for such portions of the Project.

.1 ~~Expense of transportation in connection with the Project; expenses in connection with authorized out-of-town travel and subsistence, and electronic, long-distance communications;~~

.2 ~~and fees paid for securing approval of authorities having jurisdiction over the Project;~~

.3 ~~Expense of reproductions, plots, standard form documents, postage, and handling and delivery of Instruments of Service; Drawings, Specifications and other documents;~~

.4 ~~If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates if authorized in advance by the Owner.~~

.5 ~~Expense of renderings, models and mock-ups requested by the Owner;~~

.6 ~~expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits, including professional liability insurance; requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants;~~

[not included in 1997 edition]

.7 ~~reimbursable expenses as designated in Paragraph 1.5.5;~~

.8 ~~other similar direct Project-related expenditures.~~

[becomes part of 1997 Paragraph 1.5.7 below]

[becomes part of 1997 Paragraph 1.5.7 below]

[becomes 1997 Paragraph 1.5.9 below]

[not included in 1997 edition]

10.4 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

10.4.1 Payments on account of the Architect's Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.

[becomes first sentence of 1997 Subparagraph 1.3.9.1 above]

10.5 PAYMENTS WITHHELD

10.5.1 No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect has been found to be liable.

[becomes second sentence of 1997 Subparagraph 1.3.9.1 above]

10.6 ARCHITECT'S ACCOUNTING RECORDS

10.6.1 Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

1.3.9.3 Records of Reimbursable Expenses, ~~of and~~ expenses pertaining to ~~Additional Services a Changes in Services,~~ and ~~of~~ services performed on the basis of hourly rates or a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

[from 1987 Paragraph 10.1.1 above]

1.3.9.4 Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, ~~pensions~~ employee retirement plans and similar contributions, ~~and benefits:~~

[from 1987 Paragraph 9.6 above]

ARTICLE 1.4 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS

[new provision in 1997 edition]

1.4.1 Enumeration of Parts of the Agreement. This Agreement represents the entire and integrated agreement between the Owner and Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect. The Agreement comprises the documents listed below.

[new provision in 1997 edition]

1.4.1.1 Standard Form of Agreement Between Owner and Architect, AIA Document B141-1977.

[new provision in 1997 edition]

1.4.1.2 Standard Form of Architect's Services: Design and Contract Administration Services, AIA Document B141-1997, or as follows:
(List other documents, if any, delineating Architect's scope of services.)

[replaces 1987 Article 12 below]

1.4.1.3 Other documents as follows:
(List other documents, if any, forming part of the Agreement.)

1.4.2 Special Terms and Conditions. Special terms and conditions that modify this Agreement are as follows:

**ARTICLE 11
BASIS OF COMPENSATION**

The Owner shall compensate the Architect as follows:

11.1 AN INITIAL PAYMENT of Dollars (\$) shall be made upon execution of this Agreement and credited to the Owner's account at final payment.

11.2 BASIC COMPENSATION

11.2.1 FOR BASIC SERVICES, as described in Article 2, and any other services included in Article 12 as part of Basic Services, Basic Compensation shall be computed as follows:
(Insert basis of compensation, including stipulated sums, multiples or percentages, and identify phases to which particular methods of compensation apply, if necessary.)

11.2.2 Where compensation is based on a stipulated sum or percentage of Construction Cost, progress payments for Basic Services in each phase shall total the following percentages of the total Basic Compensation payable:
(Insert additional phases as appropriate.)

Schematic Design Phase	percent (%)
Design Development Phase:	percent (%)
Construction Documents Phase:	percent (%)
Bidding or Negotiations Phase:	percent (%)
Construction Phase:	percent (%)

Total Basic Compensation: one hundred percent (100%)

11.3 COMPENSATION FOR ADDITIONAL SERVICES

11.3.1 FOR PROJECT REPRESENTATION BEYOND BASIC SERVICES, as described in Paragraph 3.2, compensation shall be computed as follows:

ARTICLE 1.5 COMPENSATION

[becomes part of 1997 Paragraph 1.5.7 below]

1.5.1 COMPENSATION

~~**1.5.1.1 FOR BASIC SERVICES**, For the Architect's services as described in under Article 1.4, 2, and any other services included in Article 12 as part of Basic Services, Basic compensation shall be computed as follows:~~

[not included in 1997 edition]

[not included in 1997 edition]

11.3.2 FOR ADDITIONAL SERVICES OF THE ARCHITECT, as described in Articles 3 and 12, other than (1) Additional Project Representation, as described in Paragraph 3.2, and (2) services included in Article 12 as part of Basic Services, but excluding services of consultants, compensation shall be computed as follows:

(Insert basis of compensation, including rates and/or multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply, if necessary.)

11.3.3 FOR ADDITIONAL SERVICES OF CONSULTANTS, including additional structural, mechanical and electrical engineering services and those provided under Subparagraph 3.4.19 or identified in Article 12 as part of Additional Services, a multiple of () times the amounts billed to the Architect for such services.

(Identify specific types of consultants in Article 12, if required.)

11.4 REIMBURSABLE EXPENSES

11.4.1 FOR REIMBURSABLE EXPENSES, as described in Paragraph 10.2, and any other items included in Article 12 as Reimbursable Expenses, a multiple of () times the expenses incurred by the Architect, the Architect's employees and consultants in the interest of the Project.

[new provision in 1997 edition]

[from 1987 Subparagraph 11.5.3 below]

11.5 ADDITIONAL PROVISIONS

11.5.1 IF THE BASIC SERVICES covered by this Agreement have not been completed within () months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Subparagraphs 10.3.3 and 11.3.2.

~~**1.5.2** FOR ADDITIONAL SERVICES OF THE ARCHITECT, as described in Articles 3 and 12, other than (1) Additional Project Representation, as described in Paragraph 3.2, and (2) services included in Article 12 as part of Basic Services, but excluding services of consultants, compensation shall be computed as follows: If the services of the Architect are changed as described in Subparagraph 1.3.3.1, the Architect's compensation shall be adjusted. Such adjustment shall be calculated as described below or, if no method of adjustment is indicated in this Paragraph 1.5.2, in an equitable manner.~~

(Insert basis of compensation, including rates and/or multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply, if necessary.)

~~**1.5.3** FOR ADDITIONAL SERVICES OF CONSULTANTS, including additional structural, mechanical and electrical engineering services and those provided under Subparagraph 3.4.19 or identified in Article 12 as part of Additional Services, For Changes in Services of the Architect's consultants, compensation shall be computed as a multiple of () times the amounts billed to the Architect for such services.~~

(Identify specific types of consultants in Article 12, if required.)

~~**1.5.4** FOR REIMBURSABLE EXPENSES, For reimbursable expenses as described in Paragraph 10.2 Subparagraph 1.3.9.2, and any other items included in Article 12 as Reimbursable Expenses, the compensation shall be computed as a multiple of () times the expenses incurred by the Architect, and the Architect's employees and consultants, in the interest of the Project.~~

1.5.5 Other Reimbursable Expenses, if any, are as follows:

~~**1.5.6** The Architect's rates and multiples set forth for Additional Services in this Agreement shall be annually adjusted in accordance with normal salary review practices of the Architect and the Architect's consultants.~~

[becomes 1997 Paragraph 1.5.9 below]

[from 1987 Paragraph 11.1 above]

[from 1987 Subparagraph 10.3.1 above]

[from 1987 Subparagraph 10.3.2 above]

[unchanged from 1987 Subparagraph 11.5.2]

11.5.3 The rates and multiples set forth for Additional Services shall be annually adjusted in accordance with normal salary review practices of the Architect.

[from 1987 Subparagraph 11.5.1 above]

ARTICLE 12

OTHER CONDITIONS OR SERVICES

(Insert descriptions of other services, identify Additional Services included within Basic Compensation and modifications to the payment and compensation terms included in this Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

ARCHITECT (Signature)

(Signature)

(Signature)

(Printed name and title)

(Printed name and title)

1.5.7 ~~AN INITIAL PAYMENT~~ An initial payment of Dollars (\$) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account at final payment.

An initial payment as set forth in Paragraph 11.1 is the minimum payable under this Agreement.

Subsequent payments for Basic services shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service, on the basis set forth in ~~Subparagraph 11.2.2~~ this Agreement.

1.5.8 Payments are due and payable () days from the date of the Architect's invoice. Amounts unpaid () days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of interest agreed upon.)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

[becomes 1997 Paragraph 1.5.6 above]

1.5.9 ~~IF THE BASIC SERVICES~~ If the services covered by this Agreement have not been completed within () months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in ~~Subparagraphs 10.3.3 and 11.3.2~~ Paragraph 1.5.2.

[replaced by 1997 Paragraph 1.4.2 above]