

DRAFT AIA® Document B101™ – 2007

Standard Form of Agreement Between Owner and Architect

Wilmer Cutler Pickering Hale and Dorr LLP
ACC Real Estate Committee
Presentation – February 24, 2010

AGREEMENT made as of the [redacted] day of [redacted] in the year Two Thousand and

[redacted]
(In words, indicate day, month and year)

BETWEEN the Architect's client identified as the Owner:

(Name, address and other information)

[Owner]

and the Architect:

(Name, address and other information)

[Architect]

for the following Project:

(Name, location and detailed description)

[Project]

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

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EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

- .1 Commencement of construction date:



- .2 Substantial Completion date:



§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule; provided, however, that neither the scope of the Architect's services nor the Architect's compensation shall be adjusted, except as expressly set forth herein.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality on projects of comparable scope and complexity ("Standard of Care"). The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 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 this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost: [subject to modification by the Owner's insurance advisor] *(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)*

.1 General Liability

Not less than One Million Dollars (\$1,000,000) per occurrence and in the aggregate.

.2 Automobile Liability

Not less than One Million Dollars (\$1,000,000) per occurrence and in the aggregate.

.3 Workers' Compensation

Statutory Worker's Compensation coverage and Employer's Liability Insurance Coverage with a minimum amount of One Million Dollars (\$1,000,000) each individual and One Million Dollars (\$1,000,000) each occurrence.

.4 Professional Liability

Not less than Two Million Dollars (\$2,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate.

The Architect shall require its engineers, consultants and other professionals employed by it in connection with the Project to maintain insurance similar to the insurance that the Architect is required to maintain under this Agreement and in amounts acceptable to Owner. The Owner and such other parties as the Owner shall reasonably require shall be included as additional insureds on the Architect's and Architect's engineers, consultants, and other professionals' automobile and commercial general liability policies, which policies shall have deleted the owned property exemption as to Owner's and any additional insured's property; and the Architect, and each of the Architect's engineers, consultants and other professionals, shall list the Project as a covered project under its Professional Liability Insurance Policy. Upon request, the Architect shall deliver true copies of the aforementioned insurance policies to the Owner. The Architect shall provide the Owner with certificates evidencing all of the foregoing insurance at the execution of this Agreement and on an annual basis thereafter (or as otherwise requested by the Owner). The Architect shall cause each insurance company to mail written notice to the Owner at least thirty (30) days prior to cancellation, expiration without renewal or amendment of any policy required to be maintained hereunder. All such policies shall include a waiver of subrogation rights against Owner by the insurer. All liability insurance policies shall be written on an occurrence basis, except that professional liability insurance may be written on a claims-made basis. The Architect shall maintain its professional liability insurance at all times until substantial completion of the Work and for a period of six (6) years thereafter.

§ 2.6 Project Meetings; Minutes. The Architect shall conduct project meetings on a [weekly/monthly/other] basis during the preconstruction phase and on a [weekly/monthly/other] basis during the construction phase. The Architect shall keep and promptly distribute detailed minutes of each meeting during the preconstruction phase, and the Contractor or the Owner shall keep and promptly distribute detailed minutes of each project meeting during the Construction Phase.

§ 2.7 The Architect shall be responsible for preparation and submission of any certificates or other documents required by any governmental authority having jurisdiction over the construction of the Project, including, without limitation, the building and fire departments of the municipality in which the Project is located, and certifications reasonably required in connection with financing for the Project. No such certificate shall increase the Architect's professional liability exposure to Owner or any of its lenders beyond what would otherwise be associated with the performance of Architect's services under this Agreement.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of (i) those described in Article 3; (ii) usual and customary structural, mechanical, and electrical engineering services; and (iii) any other services required by this Agreement (including, without limitation, Article 12 hereof) that are not expressly identified as "Additional Services." Without limiting the foregoing, in the event of any conflict between the provisions of this Article 3 and the provisions of Article 4 with respect to whether a particular service is a "Basic Service" or an "Additional Service," the provisions of this Article 3 shall control.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to reasonably rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 Attached hereto as Schedule 3.1.3 is a schedule for the performance of the Architect's services. The schedule includes anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The 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 the schedule shall not, except for reasonable cause, be exceeded by the Architect without the written consent of the Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 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.

§ 3.1.7 The Project may, at Owner's election, consist of several project phases[, including, without limitation, the project phases listed on Schedule 3.1.7 hereof] (each such phase, a "Project Phase"). Each Project Phase may include Schematic Design, Design Development, Construction Documents, Bidding or Negotiation and Construction phases (each, a "Design Phase"). Prior to commencement of services for any Project Phase, Owner shall notify the Architect of the applicable Project Phase or Phases for which the Architect is authorized to proceed (the "Project Phasing Notice"). The Owner may provide the Architect with more than one Project Phasing Notice in connection with the Architect's services for each Design Phase, and the Project Phasing Notice for one Design Phase may include all, some, or none of the Project Phases as are identified in the Project Phasing Notice for another Design Phase.

§ 3.1.8 The Architect shall: (i) perform field observations of existing structures, facilities, improvements and utilities (“Existing Improvements”) and other conditions on or adjacent to the Project site, (ii) review the plans, surveys, and other information furnished to Architect by Owner, public officials, or otherwise, as necessary or appropriate, as to the location of Existing Improvements and other conditions on or adjacent to the Project site, including without limitation, those related to the achievement of the Project program budget and schedule, (iii) promptly notify Owner in writing of any inaccuracy, error, or omission discovered by Architect therein, and (iv) propose exploration, as necessary or appropriate, for verification of the location of concealed mechanical, electrical, plumbing systems, utilities and other facilities and systems. Such work shall include, without limitation, written recommendations as to whether further investigation and verification of the location of concealed mechanical, electrical or plumbing systems, utilities or other facilities or environmental conditions is necessary or appropriate and the performance of any necessary or appropriate additional investigations or surveys.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect’s services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner’s program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project’s requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner’s approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner’s approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner’s approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner’s program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4. [Add any specific provisions for the Project regarding LEED or other “green building” design requirements]

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner’s program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner’s approval.

§ 3.2.8 The Architect shall revise the design and the Drawings and Specifications during the Schematic Design Phase as necessary to bring the estimated Cost of the Work within the Budget.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.3.4 Architect shall revise the design and the Drawings and Specifications during the Design Development Phase as necessary to bring the estimated Cost of the Work within the Control Budget.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project. The Architect shall assist the Owner in (i) determining all permits required for the Project, and (ii) filing for and obtaining all such permits. The Architect shall revise the Drawings and Specifications as necessary to obtain such permits, subject to the Owner's approval of such revisions in accordance with the provisions of this Agreement; and the Architect shall attend and participate in such public meetings and hearings relating to such permits for the Project as the Owner deems necessary or appropriate, if any.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms. At Owner's request, the Architect shall prepare documents for alternate, sequential or separate bids and provide services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase. Early awards for excavation and/or foundation shall not result in any adjustment to Basic Compensation.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work. The Architect shall advise the Owner of any adjustments which Architect deems to be appropriate to previous estimates of the Cost of the Work based upon its observations of any changes in requirements or general market conditions. The Architect shall revise the design and the Drawings and Specifications during the Construction Documents Phase as necessary to bring the Cost of the Work within the Budget.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.4.6 The Architect shall input the Design Development and final Construction Drawings into a computer-aided drawing and drafting ("CADD") computer system format satisfactory to the Owner. Upon the Owner's request at

any time, and from time to time, the Architect shall deliver to the Owner computer media in such computer format containing the CADD Drawings for the Project. In addition, the Architect shall input all design changes (including SK's, RFI's and ASI's) made to the Drawings during the Construction Phase. Upon completion of such changes to the Drawings contained in the Architect's CADD system, the Architect shall deliver to the Owner and to Contractor computer media containing a complete set of updated CADD Drawings. The Contractor shall be permitted to use the electronic version of the CADD Drawings only as a base for preparation of record drawings by Contractor for the Project, and not for any other purpose whatsoever. In addition, the Architect shall cause its consultants to provide the Owner, in CADD Format, with changes to the schedules or other non-graphic descriptions on the Drawings for building systems.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

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

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2007, General Conditions of the Contract for Construction, as the same may be modified by the Owner and the Contractor from time to time (as so modified, the "General Conditions"). All references herein to the AIA Document A201-2007 (or the General Conditions) shall mean and refer to the same as so modified by the Owner and the Contractor. If the Owner and Contractor modify AIA Document A201-2007, those modifications shall not materially adversely affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement (the Architect hereby agreeing that it shall not unreasonably withhold or delay its consent to any such modification).

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3 (including, without limitation, Section 4.3.4), the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. 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 the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner in writing (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. Without limiting the foregoing, the Architect shall promptly submit to the Owner a detailed written report subsequent to each site visit.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require 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 either 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.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and 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 within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 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 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 rendered in good faith. The Owner's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that 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 prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 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.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not delay or unreasonably withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, 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 review of Contractor's submittals shall be completed in accordance with the Contractor's submittal schedule, if any, prepared by the Contractor and approved by the Owner and the Architect, and, in any event, the Architect's actions shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or any separate contractors. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 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.

§ 3.6.4.6 The Architect shall review record drawings prepared and submitted by Contractor. If the Architect determines that any such record drawing contains any omission, incorrect information or inconsistency, the Architect shall give prompt notice of same to the Owner and the Contractor. The Architect acknowledges that such review may include review of hard-line record drawings and record drawings prepared by Contractor in CADD format.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner’s approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work, including a complete log and copies of all such documentation and all of the Contractor’s submittals in the Architect’s office, which log and copies shall be available for the Owner’s and its representatives’ and lenders’ inspection and copying during business hours.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; 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 issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents. In determining the date of Substantial Completion of the Work, Architect shall review and supplement, if appropriate, the Contractor’s punch list of incomplete or nonconforming Work. Architect shall also inform the Owner in writing whether in the Architect’s professional judgment whether any items required to be delivered by Contractor as a condition precedent to Substantial Completion, including, without limitation, warranties and guarantees of Subcontractors and suppliers, appear to be complete and have been provided to Owner. The Architect shall otherwise assist in an orderly closing out of the Work.

§ 3.6.6.2 The Architect’s inspections shall be conducted with the Owner to check 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.

§ 3.6.6.3 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 the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below (if any) are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. *(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)*

Additional Services	Responsibility <i>(Architect, Owner or Not Provided)</i>	Location of Service Description <i>(Section 4.2 below or in an exhibit attached to this document and identified below)</i>
§ 4.1.1 Programming		
§ 4.1.2 Multiple preliminary designs		
§ 4.1.3 Measured drawings		
§ 4.1.4 Existing facilities surveys		
§ 4.1.5 Site Evaluation and Planning (B203™–2007)		

§ 4.1.6	Building information modeling		
§ 4.1.7	Civil engineering		
§ 4.1.8	Landscape design		
§ 4.1.9	Architectural Interior Design (B252™-2007)		
§ 4.1.10	Value Analysis (B204™-2007)		
§ 4.1.11	Detailed cost estimating		
§ 4.1.12	On-site project representation		
§ 4.1.13	Conformed construction documents		
§ 4.1.14	As-designed record drawings		
§ 4.1.15	As-constructed record drawings		
§ 4.1.16	Post occupancy evaluation		
§ 4.1.17	Facility Support Services (B210™-2007)		
§ 4.1.18	Tenant-related services		
§ 4.1.19	Coordination of Owner's consultants		
§ 4.1.20	Telecommunications/data design		
§ 4.1.21	Security Evaluation and Planning (B206™-2007)		
§ 4.1.22	Commissioning (B211™-2007)		
§ 4.1.23	Extensive environmentally responsible design		
§ 4.1.24	LEED® Certification (B214™-2007)		
§ 4.1.25	Fast-track design services		
§ 4.1.26	Historic Preservation (B205™-2007)		
§ 4.1.27	Furniture, Finishings, and Equipment Design (B253™-2007)		

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect acknowledges that the Owner shall have no obligation to accept recommendations by the Architect to perform such Additional Services. The Architect shall not proceed to provide (and the Owner shall have no liability for the payment of) any Additional Services, including, without limitation, the following services (to the extent that any of the following actually constitute Additional Services under the terms and conditions of this Agreement) unless and until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a material change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 [Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification]; [Modify based upon project requirements]
- .3 Extensively changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;

- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Intentionally omitted;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 The Architect shall provide the following services as Additional Services, provided, however, that (i) the Architect shall not provide such Additional Services without the prior written consent of the Owner (except that no such consent shall be necessary in the event of an emergency where there is an imminent threat to health or safety, in which case the Architect shall provide such services to the extent reasonably necessary to avoid any loss or damage resulting from such emergency), (ii) the Architect shall have notified the Owner in advance with reasonable promptness, and explained the facts and circumstances giving rise to the need for the Additional Service, and (iii) in no event shall the Owner be liable for any compensation for any such service to the extent that it constitutes a Basic Service:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to an extensive number of the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing an extensive number of Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating an extensive number of substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 Subject to Section 4.3.5 hereof, to the extent the Architect's Basic Services are affected, providing Construction Phase Services one hundred twenty (120) days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

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

- .1 Three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor;
- .2 Visits to the site by the Architect over the duration of the Project during construction on a [weekly] basis;
- .3 Three (3) 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 (or such higher number as may be reasonably necessary to make such determination); and
- .4 Three (3) inspections for any portion of the Work to determine final completion (or such higher number as may be reasonably necessary to make such determination).

§ 4.3.4 Subject to Section 4.3.5 hereof, if the services covered by this Agreement have not been completed within () months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

§ 4.3.5 Notwithstanding any provision hereof to the contrary, the following services shall be "Basic Services" and not "Additional Services," notwithstanding whether such services are performed after any date set forth in Section 4.3.2.6 or Section 4.3.4 or otherwise: (i) usual and customary assistance in the utilization of equipment and systems (including, without limitation, (a) review of testing, adjusting, and balancing activities and reports provided by the MEP contractors and representation of Owner in requiring corrections and adjustments of the same and in final

acceptance of the MEP systems, (b) visits to the site to witness the startup of the HVAC, plumbing, fire protection, electrical power, building controls and fire alarm and any other building systems; and (c) review of and advice on the operating and maintenance manuals prepared by the system contractors), and (ii) inspections and other services made necessary by reason of the acts or omissions of the Architect. Subject to the foregoing, if the Architect's services shall be delayed beyond the time set forth in Section 4.3.2.6 or Section 4.3.4, the Architect, shall be entitled to compensation for Additional Services, but only for services performed and actual reasonable out-of-pocket costs incurred by the Architect beyond those which would have been performed and incurred had such services been performed prior to such time (for example, additional labor cost resulting from changes in or reassignment of personnel).

§ 4.3.6 [If applicable] Notwithstanding anything to the contrary contained herein, Additional Services may include providing the services of an artist (or artists) (the "Project Artist") of Owner's selection, Architect acknowledging that it has been informed that, consistent with the Owner's art budget for the Project, Owner reserves the right to require Architect to engage a Project Artist and to work with and cooperate with Owner and the Project Artist, and to coordinate its work with the Project Artist. Such coordination shall be included in Architect's Basic Services. Artist's fees and costs, if any, shall be treated as an Additional Service.

§ 4.3.7 Notwithstanding any provision hereof to the contrary, (i) the services described in Section 4.3 shall be treated as a Basic Service and not as an Additional Service if such service is identified as a "Basic Service" in Article 12 or any other provision of this Agreement; (ii) the services described under Section 4.3 shall only be provided if authorized or confirmed in writing by the Owner; (iii) if services described in Section 4.3.2 are required due to circumstances beyond the Architect's control, the Architect shall notify the Owner in writing prior to commencing such services, as services provided without the Owner's prior written authorization or confirmation or contrary to the Owner's notice to the Architect shall not be compensable; and (iv) no service made necessary, in whole or in part, by any fault or omission of the Architect (or any of its consultants) in the performance of its duties, responsibilities or obligations under this Agreement, shall be compensated as an Additional Service. Further, even though a particular service not specified in Section 4.3 may not be expressly set forth in this Agreement a Basic Service, it shall be deemed to be a part of Basic Services if it is reasonably inferable that such service will be required in order to effectively render a Basic Service that is expressly set forth herein.

§ 4.3.8 If the Owner and the Architect are unable to agree upon whether a particular service to be performed by the Architect constitutes an Additional Service or a Basic Service, or are unable to agree upon the amount of compensation due to the Architect for a particular Additional Service, the Owner may direct the Architect to perform that particular service and any such disagreement shall not constitute grounds for the Architect to refuse to perform that particular service. Upon such direction for the Owner, the Architect shall perform such service without delay, but "under protest," so as to maintain the progress of the Project during the pendency of the resolution of the disagreement. Subject to the foregoing, Owner and Architect agree to continue to negotiate in good faith to attempt to reach a resolution that is acceptable to both parties, but if an acceptable resolution is not forthcoming after the exercise of such good faith efforts, then the disagreement shall be resolved in accordance with Article 8 hereof.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written 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. Within 15 days after receipt of a written request from the Architect (or, if furnishing such information is not reasonably possible within such fifteen (15) day period, then as promptly thereafter as is reasonably possible), the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

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

§ 5.4 If reasonably requested by the Architect in writing, the Owner shall furnish surveys 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; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations. The Owner shall have the right (but not the obligation) to engage additional consultants, at the Owner's expense, for the purpose of obtaining related design services or design review services in connection with the Project. The Owner's engagement of consultants shall be for the Owner's benefit, and shall not be construed as creating any rights for the benefit of Architect, nor as relieving the Architect of any responsibilities under this Agreement, provided, however, that the Architect shall be entitled to reasonably rely upon any written reports delivered by any such consultant to Architect. The Architect shall promptly advise the Owner as to any inaccuracy in, or inadequacy or incompleteness of, any of the services, information, surveys and reports prepared by any of Owner's Consultants delivered to the Architect. However, the foregoing shall not be construed as imposing an affirmative obligation on the Architect independently to ascertain, and the Architect shall be entitled to reasonably rely on, the completeness, adequacy or accuracy of such services, information, surveys and reports, except to the extent that a reputable Architect exercising the Standard of Care would be reasonably expected to have ascertained or determined that any such service, information, survey or report was incomplete, inadequate or inaccurate in any material respect.

§ 5.6 As part of its Basic Services, the Architect shall cooperate with (and cause its consultants to cooperate with) the Owner's consultants, and the Architect shall coordinate the services of Owner's consultants with the services provided by the Architect and the Architect's consultants such that the Project is designed in a coordinated and efficient manner, in compliance with all requirements of this Agreement and all applicable laws, codes, rules and regulations. The Architect acknowledges and agrees that the Architect's work product may be reviewed by and relied upon by the Owner's consultants but only in connection with their work on the Project. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 Except to the extent required to be furnished by Architect under any other provision of the 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, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service; provided, however, that Owner's negligent failure to do so shall not relieve Architect of any of its responsibilities or liabilities under this Agreement.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any

direct communications between the Owner and the Contractor or between the Owner and any of the Architect's consultants that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress subject to such rules and restrictions as the Owner or the Contractor may impose from time to time with respect to such access.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or 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 budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of 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 program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The

Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of 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 reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project. The Architect shall obtain equivalent nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service without retaining the author of the Instrument of Service. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, 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 (other than its lenders providing financing for the Project) without the prior written agreement of the Architect, which shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, the Owner shall be permitted to authorize the Contractor, any Subcontractors of any tier and any material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the Work pursuant to the license granted in Section 7.3 hereof. Any unauthorized use of the Instruments of Service by the Owner or any of its assignees or contractors shall, as between the Owner and the Architect, be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 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 binding dispute resolution. 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 binding dispute resolution.

§ 8.2.2 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 administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution 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. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 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.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other *(Specify)*



§ 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. 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.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments properly due to the Architect in accordance with this Agreement and such failure continues for more than thirty (30) days after demand, then, such failure shall be considered substantial nonperformance and cause for termination by the Architect pursuant to Section 9.4 hereof or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. 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 reasonable out-of-pocket 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.

§ 9.2 If the Owner suspends the Project for reasons other any fault of the Architect, then the Architect shall be compensated for services performed prior to notice of such suspension and when the Project is resumed, the Architect shall be compensated for reasonable out-of-pocket 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.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement 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.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 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 incurred prior to termination then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and shall mean reasonable out-of-pocket expenses directly attributable to termination for which the Architect is not otherwise compensated. Notwithstanding the foregoing or any provision hereof to the contrary, in no event shall "Termination Expenses" include, nor shall the Owner ever be liable for, any amount attributable to the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 Notwithstanding any provision hereof to the contrary, if the Architect elects to terminate this Agreement due to any failure of the Owner to perform in accordance with the terms of this Agreement, then the damages, if any, to which the Architect may be entitled in connection therewith shall not exceed the amount that would be due to the Architect if the Owner had instead elected to terminate this Agreement for the Owner's convenience and without cause pursuant to Section 9.5 hereof.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to 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 a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement accruing after the date as of which the Lender elects to cause such assumption to be effective (it being agreed that the Owner, and not the Lender or any successor or assignee of the Lender, shall be solely liable for the payment or performance of any obligations accruing prior to such effective date).

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 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.

§ 10.6 Unless otherwise required in this Agreement, the Architect 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.

§ 10.7 The Architect shall not include photographic, artistic representations or other representations of the design of the Project among the Architect's promotional and professional materials without the prior written consent of the Owner. The Architect shall be given reasonable access to the completed Project to make such representations as may be approved by the Owner as aforesaid, subject to such rules and requirements with respect to access as the Owner or any of its Contractors may impose from time to time. Without limiting the foregoing, in no event shall the Architect's materials include the Owner's confidential or proprietary information. The Owner shall use good faith efforts to provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 Except to the extent that any information is specifically designated as non-confidential by the Owner, the Architect shall keep all information of Owner related to the Project strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

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

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus [] ([]), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	[]	percent ([])	[]	([])
Design Development Phase	[]	percent ([])	[]	([])
Construction Documents Phase	[]	percent ([])	[]	([])
Bidding or Negotiation Phase	[]	percent ([])	[]	([])
Construction Phase	[]	percent ([])	[]	([])
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work 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 Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices; provided, however, that in no event shall any rates be increased except in accordance with a company-wide increase for all clients of the Architect; and provided further, however, that in no event shall any rate increase occur prior to [].
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category

Rate

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Out-of-state transportation and authorized out-of-state travel and subsistence;
- .2 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .3 [Printing, reproductions, plots, standard form documents;]
- .4 Postage, handling and delivery;
- .5 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;

- .6 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .7 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in writing in excess of the greater of (i) the coverage requirements set forth in this Agreement, or (ii) the coverage normally carried by the Architect's consultants;
- .8 All taxes levied on reimbursable expenses (but not taxes levied on professional services, which shall be the responsibility of the Architect;
- .9 Site office expenses; and
- .10 Other similar Project-related expenditures but only if approved in writing by the Owner in advance.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus █ (█) of the expenses incurred.

§ 11.9 INTENTIONALLY OMITTED

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of █ (\$ █) 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 in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) 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 monthly or annual interest agreed upon.)

The prime rate of interest as published in *The Wall Street Journal* plus two percent (2%) per annum.

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

§ 11.10.5 The Architect shall submit to the Owner a monthly request for payment, in form and substance satisfactory to the Owner. Each request for payment shall set forth, in addition to any other background information and evidence required by Owner, the amount due on account of Basic Services and Additional Services for the preceding month, a detailed breakdown of the services performed, and the sum of all prior payments together with lien waivers evidencing that they have been made (if Architect or any of its consultants could be entitled to a mechanic's lien or similar lien under applicable law). The cumulative amounts of such progress payments to the Architect for Basic Services shall not exceed the amounts specified or allocated for each Design Phase of the Architect's services in Subparagraph 11.5.

§ 11.10.6 Final Payment. Promptly after the termination of the Construction Phase, the Architect shall submit a final request for payment which shall set forth all amounts due and remaining unpaid to the Architect, and upon approval thereof by the Owner, the Owner shall pay to the Architect the amount due thereunder.

§ 11.10.7 Architect shall promptly pay all bills for labor and materials performed or furnished by others in connection with the performance of Architect's services hereunder, subject to Architect's right to dispute in good faith the amount of such bills and make arrangements satisfactory to the Owner escrowing such disputed amount.

§ 11.10.8 Payment Conditions.

§ 11.10.8.1 Any provisions of this Agreement to the contrary notwithstanding, the Owner shall not be obligated to make any payment (whether a progress payment or final payment) to the Architect hereunder if any one or more of the following conditions exists:

- .1 The Architect is in default of any of its obligations hereunder and the Architect has not cured such default within seven (7) days after notice from the Owner.
- .2 Any part of such payment is attributable to services which are not performed in accordance with this Agreement; provided, however, that payment shall be made as to the part thereof attributable to services which were performed in accordance with this Agreement.
- .3 The Architect has failed to make payments promptly to consultants or other third parties engaged in connection with services for which the Owner has made payment to the Architect.
- .4 Any lien has been filed against the Property by the Architect or any of Architect's Consultants, or any other person or firm providing services to Architect.

§ 11.10.9 All expenses pertaining to services performed under this Agreement, including without limitation, on Additional Services and Reimbursable Expenses shall be kept in accordance with generally accepted accounting principles and shall be available to the Owner or the Owner's authorized representatives or funding sources at mutually convenient times. Such records shall be submitted to the Owner with each request for payment to which they relate. The Architect shall retain all such records for at least six (6) years after the earlier of the termination of this Agreement or the date of Substantial Completion of the Project. The provisions of this Subparagraph 11.10.9 shall survive termination of the Agreement.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

§ 12.1 NOTICES

All notices or other material communications hereunder to either party shall be in writing and shall be delivered by hand, facsimile or by U.S. Mail or by express overnight delivery service providing evidence of receipt. Such notices or communications shall be deemed to have been given on the earlier of actual receipt by the intended recipient or on the third business day after the date when deposited in the United States mail postage prepaid. Notice or other communications hereunder shall be addressed as hereinafter specified as follows:

If to Owner: []
 []
 []
 Attention: []
 Telephone: []
 Facsimile: []

If to Architect: []
 []
 []
 Telephone: []
 Facsimile: []

§ 12.2 NO PERSONAL LIABILITY

No trustee, member, officer, consultant, partner, employee, agent or representative of the Owner shall be personally liable to the Architect under any term or provision of this Agreement for the Owner's payment obligations or otherwise, or because of any breach hereof, the Architect agreeing to look solely to the assets of the Owner for the satisfaction of any liability of the Owner hereunder. In no event shall the Owner be liable to the Architect except for payment for services rendered pursuant to and in accordance with this Agreement, nor shall the Owner ever be liable to the Architect for indirect, incidental or consequential damages.

§ 12.3 PROJECT TEAM

The Architect agrees to staff the Project with a sufficient number of qualified personnel (the "Core Project Team") to assure at all times effective and timely production, management administration and superintendence with respect to the services to be provided by the Architect under this Agreement. The Core Project Team will include those positions and individuals identified in [Schedule 12.3] attached to this Agreement. Any additional members of the Core Project Team shall be subject to Owner's prior written approval, and no member of the Core Project Team shall be replaced (except in the case of death, retirement or withdrawal from Architect or disability) without Owner's prior written consent. The Owner may require replacement of any member of the Core Project Team, and

may require increased levels of staffing by the Architect if necessary to achieve proper and constructive production, management administration and superintendence. If the Architect disagrees with any direction of the Owner with respect to staffing, it shall comply with the direction pending resolution of the dispute.

§ 12.4

§ 12.4.1 The Architect shall, consistent with the Standard of Care required hereunder, be responsible for the adequacy and overall integrity and coordination of the design of the Project. The Architect shall perform its services under this Agreement in accordance with, and all Drawings, Specifications and other design information for the Project shall be prepared by the Architect so as to comply with: (i) all applicable federal, state and municipal laws, codes, regulations, statutes, ordinances, rules, orders, decrees and directives, including, without limitation, the Americans with Disabilities Act and the Accessibility Guidelines relating thereto and all other federal, State or local architectural barriers laws, codes, regulations, statutes, ordinances, rules, orders, decrees and directives and the requirements of Owner's fire insurance underwriters, currently, Factory Mutual (collectively, "Laws"), and (ii) all conditions, restrictions or requirements imposed by the terms of, or applicable by reason of, applicable governmental or third-party permits, approvals, review processes, consents, waivers, agreements and notices with respect to the Project, including, without limitation, any applicable building permits and any such items listed on [Schedule 12.4.1] attached hereto (collectively, "Permits"). Architect shall, as part of its Basic Services, diligently investigate all Laws and all Permits applicable to the Project, and shall advise Owner on design issues relating to the design's compliance with Laws and relating to obtaining all Permits required for the Project under and in compliance with Laws. Without limitation, the Architect shall use its best efforts to furnish designs, Drawings, Specifications, information and materials which will be approved by or (only with Owner's prior written approval) are capable of obtaining variances from, all governmental authorities responsible for issuance of such Permits. Following the issuance of the applicable building permit authorizing the Work defined in a particular design, Drawing or Specification, the Architect shall advise the Owner of any alterations or changes required in the Contract Documents by any change in applicable Laws affecting the design of the such Work. The Architect shall at all times assist, cooperate and work closely with representatives and contractors, consultants and other professionals employed in connection with the Project by governmental authorities to ascertain and comply with the requirements imposed by such governmental authorities.

§ 12.4.2 Without limitation of the provisions of the foregoing Subparagraph 12.4.1, Architect shall, as part of its Basic Services hereunder, design and size all building systems for the Project and the connections and renovations to any existing facilities to which it may connect. Without limitation of the foregoing, Architect shall use its best efforts to design the Project in a manner which will minimize disruption or interruption of services for the project and any existing facilities to which it may connect both during the Construction Phase and when the respective building systems therefor are connected.

§ 12.5 If any provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be deemed affected thereby. The article and paragraph headings contained in this Agreement are for convenience of reference only, and shall not affect the meaning or interpretation of the provisions of this Agreement. Time is of the essence with respect to the performance by the Architect of its obligations under this Agreement. Time limits specified in this Agreement are solely for the protection and benefit of the Owner and create no third-party beneficiary rights in any other party.

§ 12.8 Through and with a retained specialty consultant, the Architect shall lead a systematic, interdisciplinary "sustainable," "green," or "high-performance" design process engaging all members of the design team, Owner, and Owner's consultants, including a preconstruction Services Construction Manager in idea generation, materials and systems research, design options generation, analysis, detailed design, documentation, construction observation, commissioning, and training of Owner's operations personnel in an attempt to optimize actual performance of the Project in measurable ways against goals established early in this process. Services shall be conducted in a way consistent with the requirements of filing for a U.S. Green Building Council LEED Certification; provided, however, that if actual filing for a LEED Certificate is directed by the Owner, the filing process shall be treated as an Additional Service.]

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the 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 shall govern all work

provided, or to be provided, by the Architect in connection with the Project, including, without limitation, all services provided by the Architect prior to the date hereof.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™–2007, Standard Form Agreement Between Owner and Architect
- .2 [AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:]



- .3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)



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

OWNER

ARCHITECT

(Signature)

(Signature)

(Printed name and title)

(Printed name and title)

