



AIA[®] Document B141[™] – 1997 Part 2

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

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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. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

ARTICLE 2.1 PROJECT ADMINISTRATION SERVICES

§ 2.1.1 The Architect shall manage the Architect's services and administer the Project. The Architect shall consult with the Owner, research applicable design criteria including the Owner's Design Standards, attend Project meetings, communicate with members of the Project team issue progress reports, and generally coordinate and cooperate with the Owner's Representative and Owner in all respects. The Architect with the Owner's Representative shall coordinate the services provided by the Architect and the Architect's consultants with those services provided by the Owner and the Owner's consultants.

2.1.1.1 The Architect shall promptly forward to the Owner and the Owner's Representative copies of all relevant Project correspondence issued or received by the Architect and the Architect's consultants.

§ 2.1.2 When Project requirements have been sufficiently identified, the Architect shall prepare, and periodically update, a Project schedule pursuant to Subparagraph 1.2.3.2

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

§ 2.1.4 The Architect shall make a presentation to explain the design of the Project to representatives of the Owner, including the Owner's Representative.

§ 2.1.5 In accordance with the schedule accepted by the Owner pursuant to Subparagraph 1.2.3.2, the Architect shall submit design documents to the Owner and the Owner's Representative at intervals appropriate to the design process for purposes of evaluation and review by the Owner's Representative and evaluation and approval/acceptance by the Owner. The Architect shall be entitled to rely on approvals/acceptances received from the Owner in the further development of the design.

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

§ 2.1.7 EVALUATION OF BUDGET AND COST OF THE WORK

§ 2.1.7.1 In the preparation of construction cost estimates as required by this Agreement, it shall be the responsibility of the Architect to design the Project so that such estimates do not exceed the Construction Cost. Whenever the Architect finds, in its opinion, that the cost of construction of the Project will exceed the Construction Cost, the Architect shall immediately stop work and notify the Owner and the Owner's Representative in writing including any recommendations of the Architect for changes in the size and/or quality of the Project necessary to keep the estimated cost of construction within the Construction Cost. If so directed by the Owner in writing, the Architect shall, at no cost to the Owner, revise or redraft any and all documents necessary for the construction of the Project so as to bring the estimated cost of construction within the Construction Cost. The Owner shall cooperate with the Architect in making necessary adjustments to the Project's size and/or quality if necessary to bring the estimated cost of construction within the Construction Costs.

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

§ 2.1.7.3 In preparing estimates of the Construction Cost the Architect shall be permitted to include contingencies for design, bidding and price escalation; to recommend what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the scope of the Project and, for no additional fee, to include in the Contract Documents those deduct alternates which have been approved by the Owner.

§ 2.1.7.4 If the Bidding phase has not commenced within 90 days after Construction Documents, have been accepted by the Owner for bidding, the Owner shall consider adjustments to reflect changes in the general level of prices in the construction industry.

§ 2.1.7.5 If the Construction Cost is exceeded by the lowest bona fide bid, the Owner may:

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- .2
- .3 terminate in accordance with Section 1.3.8.5; or
- .4 oversee revising the Project scope and /or quality as required to reduce the Construction Cost and_rebid the Project.

§ 2.1.7.6 If the Owner chooses to proceed under Section 2.1.7.5.4, the Architect, without additional compensation, shall 1) modify to the Owner's acceptance the documents for which the Architect is responsible under this Agreement as necessary to comply with the budget for the Construction Cost, 2) provide the services called for in Article 2.5 CONSTRUCTION PROCUREMENT SERVICES, and 3) pay the printing and the photocopy costs related to modification and rebidding. The modification of such documents, the rebidding, and the payment of printing and photocopy costs shall be the limit of the Architect's responsibility under this Section 2.1.7.

ARTICLE 2.2 SUPPORTING SERVICES

§ 2.2.1

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

§ 2.2.1.2 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; 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.

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

2.2.1.4 The Architect shall notify the Owner and the Owner's Representative of other information needed for the Project. The Owner shall have no responsibility for identifying which information, surveys, services, and reports are required for the Project. If the Owner rejects any such request made by the Architect, the Owner shall hold harmless and release the Architect from claims relating to the Owner's rejection of such request.

ARTICLE 2.3 EVALUATION AND PLANNING SERVICES

§ 2.3.1 The Architect shall as part of the Schematic Design provide a preliminary evaluation of both the Owner's site, and of the information furnished by the Owner under this Agreement, including the Owner's program, site conditions, and other requirements including the schedule accepted by the Owner pursuant to Subparagraph 1.2.3.2. The Architect shall review such information furnished by the Owner to ascertain whether or not in the Architect's professional judgment, said program, site conditions and other requirements will cause the Construction Cost to be exceeded and shall, in writing, so notify the Owner and the Owner's Representative.

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ARTICLE 2.4 DESIGN SERVICES

§ 2.4.1 The Architect's design services shall include normal structural, mechanical and electrical engineering together with civil engineering, landscape architecture, and cost estimating services. The design of structural, mechanical, electrical, civil, and landscape systems shall be performed by qualified engineers and architects in the employ or under the direction of the Architect. Direct communications are hereby authorized between the Architect's consultants and the Owner and/or Owner's Representative. The Architect shall be informed regarding the substance of any such communication. The Owner and Owner's Representative shall not direct the Architect's consultants. When this Article 2.4 calls for the Architect to conform to the Owner's requirements regarding Schematic Design, Design Development and Construction Documents, and the Architect is of the opinion that such requirements are internally inconsistent or inconsistent with other obligations of the Architect in this Agreement, the Architect shall present the inconsistency to the Owner for resolution.

2.4.1.1 A roof design consultant designated by the Owner will be assigned to and become an integral part of the Architect's design team. The Architect's fee shall include the fee and reimbursables of the roof design consultant. Direct communications are hereby authorized between the designated roof design consultant and the Owner and/or Owner's Representative. The Architect shall be informed regarding the substance of any such communication. The Owner and Owner's Representative shall not direct the Architect's consultants.

§ 2.4.2 SCHEMATIC DESIGN DOCUMENTS

§ 2.4.2.1 The Schematic Design phase shall commence with the issuance of the Notice to Proceed. The Architect shall exercise professional care to provide Schematic Design Documents that conform to the Owner's program, the Owner's Design Standards, the schedule accepted by the Owner pursuant to Subparagraph 1.2.3.2, and the Construction Cost.

2.4.2.2 The Architect shall determine all major architectural and engineering systems, and shall prepare a written description of the Project together with Schematic Design drawings, specifications, and other description as necessary to properly convey the scale and relationship of the Project components, including, for new construction, site

selection, building placement at the site, and response to all related considerations, including but not limited to soil profiles, soil consolidation, ground water level and drainage, and entry/exit relationships to existing buildings.

2.4.2.3 For projects involving existing construction, the Architect shall verify significant existing conditions to be included in the Project and shall incorporate this information into the written description required by Subparagraph 2.4.2.2.

2.4.2.4 The Architect shall meet at least once, and more often if required, with representatives of the State Building Code and Standards Division, and with local building and fire code officials, to identify and correct all non-compliance(s).

2.4.2.5 The Architect shall at appropriate time(s) meet with the Owner and the Owner's Representative to discuss Schematic Design considerations currently being evaluated and Schematic Design conformance to the Owner's Design Standards.

2.4.2.6 The Architect shall submit to the Owner six (6) complete, bound copies of the approved Schematic Design report which shall include the Schematic Design cost estimate.

2.4.2.7 The Architect shall not proceed with the Design Development phase as set forth in Paragraph 2.4.3 until:

- a) The Architect has received the Owner's written approval of the Schematic Design report, and
- b) The Architect has provided the Owner with a written construction cost estimate that is within the Construction Cost, and
- c) The Architect has received written authorization and direction from the Owner to proceed with the Design Development Phase.

§ 2.4.3 DESIGN DEVELOPMENT DOCUMENTS

§ 2.4.3.1 The Design Development phase shall commence following the Owner's written authorization. The Architect shall exercise professional care to provide Design Development Documents that conform to the approved Schematic Design Documents, the Owner's Design Standards, the schedule accepted by the Owner pursuant to Subparagraph 1.2.3.2. and the Construction Cost. The Design Development Documents shall illustrate and describe the refinement of the design of the Project, establishing the scope, relationships, forms, size and appearance of the Project by means of plans, sections and elevations, construction details, and equipment layouts. The Design Development Documents shall include specifications that further describe the major materials and systems and establish their quality levels. As part of the Design Development Documents, the Architect shall prepare, for acceptance by the Owner, (1) documents (in reasonable detail) to establish the space arrangement, building masses, and building materials; (2) floor plans (including the built-in equipment layout); (3) plans delineating the structural, civil, mechanical and electrical systems; (4) plans for the utility layouts and connections; (5) plans for the major building sections; (6) plans for site utility and landscape work; (7) plans/drawings of building details; and (8) written estimates of the cost of each of the major building systems. The Owner shall accept, or the Architect shall modify at the Owner's request, the Design Development Documents until the same are accepted by the Owner.

2.4.3.2 The Architect shall meet at least once, and more often if required, with representatives of the State Building Code and Standards Division, and with local building and fire code officials, to identify and correct all non-compliance(s).

2.4.3.3 The Architect shall at appropriate time(s) meet with the Owner and the Owner's Representative to discuss Design Development considerations currently being evaluated and Design Development conformance to the Owner's Design Standards.

2.4.3.4 As required by the Owner, the Architect shall forward sets of the Design Development Documents and cost estimates to the Owner and the Owner's Representative and sets of the Design Development Documents to review consultants designated by the Owner and/or the Owner's Representative. Each set shall include architectural, structural, mechanical, electrical, civil, and landscape systems which appropriately describe the Project construction.

2.4.3.5 The Architect shall not proceed with the Construction Documents phase as set forth in Paragraph 2.4.4 until:

- a) The Architect has received the Owner's written acceptance of the Design Development Documents,
- b) The Architect has provided the Owner with an estimated bid date and a written construction cost estimate that is within the Construction Cost, and
- c) The Architect has received written authorization and direction from the Owner to proceed with the Construction Documents phase.

§ 2.4.4 CONSTRUCTION DOCUMENTS

§ 2.4.4.1 The Construction Documents phase shall commence following the Owner's written authorization. The Architect shall exercise professional care to provide Construction Documents that conform to the accepted Design Development Documents, the Owner's Design Standards, the schedule accepted by the Owner pursuant to Subparagraph 1.2.3.2., and the Construction Cost. The Construction Documents shall set forth in detail all requirements for construction of the Project. The Construction Documents shall include Drawings and Specifications that further establish in detail the quality levels of materials and systems required for the Project. The Owner shall accept, or the Architect shall modify at the Owner's request, the Construction Documents until the same are accepted by the Owner.

§ 2.4.4.2 During the development of the Construction Documents, the Architect shall compile the Project Manual that includes the General Conditions of the Contract for Construction as currently amended by the Owner, Specifications, bidding requirements, and sample forms.

2.4.4.3 The Architect shall furnish Drawings and Specifications to, and receive written approval from, applicable state and local officials. In addition, the Architect shall meet at least once, and more often if required, to review the design with representatives of the State Building Code and Standards Division, the State Department of Health when applicable, and with local building and fire code officials. The Architect shall be responsible for Project design conformance to all applicable statutes and codes, including variance thereof. When the Architect is of the opinion that such statutes and codes, including variances, are internally inconsistent or inconsistent with other obligations of the Architect in this Agreement, the Architect shall present the inconsistency to the Owner for resolution. Further, if applicable statutes and/or codes are changed by state and/or local officials during the pendency of design or construction of the Project and, further, if the Architect had reasonable reliance upon the language of the pre-change statute and/or rule and, further, if the effect of the change adversely affects the Architect financially in a substantial manner, then the Architect may apply to the Owner for the Owner's consideration of the effect of the change and possible change to the compensation of the Architect.

2.4.4.4 The Architect shall at appropriate time(s) meet with the Owner and the Owner's Representative to discuss Construction Document considerations currently being evaluated and Construction Document conformance to the Owner's Design Standards.

2.4.4.5 As required by the Owner and/or the Owner's Representative, the Architect shall forward sets of the Construction Documents to the Owner and the Owner's Representative and to review consultants designated by the Owner and/or the Owner's Representative. Each set shall include architectural, structural, mechanical, electrical, civil, and landscape systems which completely describe the Project construction.

2.4.4.6 The Architect shall not proceed with the Bidding phase as set forth in Article 2.5 until:

- a) The Architect has received the Owner's written acceptance of the Construction Documents, and
- b) The Architect has provided the Owner and the Owner's Representative with a final written construction cost estimate that is within the Construction Cost, and
- c) The Architect has received written authorization and direction from the Owner to proceed with the Bidding phase.

ARTICLE 2.5 CONSTRUCTION PROCUREMENT SERVICES

§ 2.5.1 The Architect shall assist the Owner in obtaining competitive bids and shall assist the Owner in awarding and preparing contracts for construction.

§ 2.5.2

§ 2.5.3 The Architect shall assist the Owner and Owner's Representative in bid evaluation and determination of the successful bid. If requested by the Owner, the Architect shall notify all prospective bidders or contractors of the bid results. The Architect shall recommend in writing to the Owner that bidder which, in the Architect's opinion, is the lowest responsive bidder.

§ 2.5.4 COMPETITIVE BIDDING

§ 2.5.4.1 The Bidding phase shall commence following the Owner's written authorization. Bidding Documents shall consist of bidding requirements, contract forms, General Conditions of the Contract for Construction as currently amended by the Owner, Drawings, Specifications, and such other documents as the Owner may designate.

§ 2.5.4.2 The Architect shall arrange for procuring the reproduction of Bidding Documents for distribution to prospective bidders. The Owner shall reimburse the Architect for such expenses, subject to the limitations set forth in Section 1.3.9.2.

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

§ 2.5.4.4 If the Architect, but only upon prior approval of the Owner, permits requests for substitutions in the Bidding Documents, the Architect shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

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

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

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

§ 2.5.5 NEGOTIATED PROPOSALS

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ARTICLE 2.6 CONTRACT ADMINISTRATION SERVICES

§ 2.6.1 GENERAL ADMINISTRATION

§ 2.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth in this Agreement and in AIA Document A201 - 1997, General Conditions of the Contract for Construction, Electronic Format as currently amended by the Owner. This administration shall be consistent with the agreement between the Owner and the Owner's Representative. To the extent of any conflict between the terms of this Agreement, the above-referenced agreement between the Owner and the Owner's Representative, and the General

Conditions of the Contract for Construction as currently amended by the Owner, the interpretation most favorable to the Owner shall control.

§ 2.6.1.2 The Construction phase and Architect's responsibility to provide the Contract Administration Services under this Agreement commences with the Owner's notice to proceed to the Contractor and terminates 365 days after the Architect's issuance to the Owner of the final Certificate for Payment, and upon the Architect's completion of services (such as the ten month pre-warranty "walk through", and other typical post substantial completion services).

§ 2.6.1.3 The Architect shall be a representative of and shall advise and consult with the Owner during the provision of the Contract Administration Services; the Architect shall also advise and consult with the Owner's Representative. The Architect shall have authority to act on behalf of the Owner only to the extent provided in AIA Document A201 - 1997, General Conditions of the Contract for Construction, Electronic Format as currently amended by the Owner and this Agreement unless otherwise modified by written amendment; nonetheless, the exercise of said authority shall be consistent with the agreement Between the Owner and the Owner's Representative. The Architect shall not cause changes in the Work without the written approval of the Owner, or written or verbal approval of the Owner as to minor changes pursuant to Subparagraph 7.4.1 of AIA Document A201 - 1997, General Conditions of the Contract for Construction, Electronic Format as currently amended by the Owner. Should the Architect cause changes in the Work without the Owner's approval, any costs incurred due to these changes, or to reinstate the original requirements, shall, at the discretion of the Owner, be paid by the Architect.

§ 2.6.1.4 Duties, responsibilities and limitations of authority of the Architect under this Article 2.6 shall not be extended without written agreement of the Owner and Architect .

§ 2.6.1.5 The Architect shall review and answer properly prepared, timely requests by the Contractor for additional information about the Contract Documents. A properly prepared request for additional information about the Contract Documents shall be in a form prepared or approved by the Architect and shall include a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect shall consult with the Owner and the Owner's Representative, as the Architect, Owner and Owner's Representative mutually consider necessary, regarding such requests and the responses thereto. The Architect shall provide the Owner and the Owner's Representative a copy of all requests and responses.

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

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

§ 2.6.1.8 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings.

§ 2.6.1.9 The Architect shall render in writing within a reasonable time an opinion as to claims, disputes or other matters in question between the Owner and Contractor as provided in the Contract Documents. However, the Architect's opinions on matters relating to aesthetic effect shall be the final determination if consistent with the intent expressed in the Contract Documents and approved by the Owner.

2.6.1.10 The Architect shall before the beginning of construction conduct one pre-construction conference, and thereafter construction progress meetings, and shall prepare and distribute appropriate records and minutes of such conferences and meetings.

2.6.1.11 The Architect together with consultants as required shall after the beginning of construction of the Project, but prior to beginning of specific parts of the Project, administer Pre-Installation conferences dealing with the following specific parts: see Attachment 2.6.1.11

§ 2.6.2 EVALUATIONS OF THE WORK

§ 2.6.2.1 The Architect, together with the Architect's consultants as required, shall conduct periodic on-site observations of the Project construction and construction progress meetings at intervals appropriate to the stage of the Contractor's operations, or as directed by the Owner, and no less than as required by Attachment 2.6.2.1, (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Architect shall prepare and forward to the Owner and the Owner's Representative within three working days a field report for each on-site observation, using AIA Form G711 or equivalent. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 2.6.2.2 The Architect shall verbally as soon as possible and in writing as soon as possible report to the Owner and the Owner's Representative and notify the Contractor as to known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, the Architect shall not 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, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

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

§ 2.6.2.4 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents. Communications by the Owner and the Owner's Representative with the Architect's consultants are hereby authorized. The Architect shall be informed regarding the substance of any such communication. The Owner or the Owner's Representative shall not direct the Architect's consultants.

§ 2.6.2.5 The Architect shall have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect, with the Owner's approval and notification to the Owner's Representative shall 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.

§ 2.6.3 CERTIFICATION OF PAYMENTS TO CONTRACTOR

§ 2.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue Certificates for Payment in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's observations at the site and evaluation of the Work as provided in Section 2.6.2 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents and the Contractor is entitled to payment in the amount certified. 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 at the time of certification..

§ 2.6.3.2 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.

§ 2.6.3.3 The Architect shall maintain a record of the Contractor's Applications for Payment and shall the day of receipt date stamp each Application.

§ 2.6.4 SUBMITTALS

§ 2.6.4.1 The Architect shall review and take 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 the Contract Documents and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 2.6.4.2 The Architect, in consultation with the Owner's Representative, shall prepare a list of submittals to be provided by the Contractor in accordance with the requirements of the Contract Documents and shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents. The Architect shall advise the Owner and the Owner's Representative in writing if the Architect becomes aware that the Work is proceeding in the absence of shop drawings and submittals that have been reviewed and approved, or are required to be reviewed and approved, in accordance with the Contract Documents.

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

§ 2.6.5 CHANGES IN THE WORK

§ 2.6.5.1 The Architect shall prepare Change Orders and Construction Change Directives for the Owner's Representative's review and the Owner's approval. The Architect with the Owner's approval and notification to the Owner's Representative may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time. Notwithstanding the requirements of Subparagraph 2.6.1.3, verbal approval is acceptable for minor changes as provided herein. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified. The Architect shall prepare and maintain a continuous listing of all Change Orders, both those proposed and those executed, another continuous listing of all Construction Change Directives, and a third continuous listing of all approved minor changes in the Work as provided for in this Subparagraph 2.6.5.1.

§ 2.6.5.2 The Architect shall promptly review requests by the Owner or Contractor for changes in the Work, including adjustments to the Contract Sum or the Contract Time.

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

§ 2.6.5.4 The Architect shall maintain records relative to changes in the Work and within sixty (60) days after the final Substantial Completion of construction of the Work, the Architect shall deliver to the Owner one complete set of clearly titled Project Record Documents Drawings and Specifications as follows: as to the Drawings, one complete set of full sized reproducible mylar tracings and one complete set of full sized prints; as to the Specifications, one bound

and one unbound Project Manual, suitable for reproduction; and as to electronic records, two complete sets of electronic medium of all Project Record Documents in the form as required by Attachment 2.6.5.4. Project Record Drawings and Specifications are the original Project Drawings and Specifications revised to reflect all Bidding phase addenda, all executed Change Orders to the Project construction contract, and all minor changes in the Work authorized by the Architect.

§ 2.6.6 PROJECT COMPLETION

§ 2.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, shall issue the Certificate(s) of Substantial Completion, shall receive from the Contractor and forward to the Owner and Owner's Representative, for the Owner's and Owner's Representative's review and the Owner's records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment based upon a final inspection indicating the Work complies with all requirements of the Contract Documents. The Architect shall notify the Owner and Owner's Representative in writing when, in the Architect's opinion, construction of the Project is: a) substantially complete, and b) complete, including all punch list and closeout items.

§ 2.6.6.2 The Architect's inspections shall be conducted with the Owner's Representative and the Owner's Designated Representative 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.

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

§ 2.6.6.4 The Architect shall receive from the Contractor and forward to the Owner and Owner's Representative consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment.

2.6.6.5 The Architect, the Owner's Representative and the Owner's Designated Representative shall, ten months following final Substantial Completion, conduct an on-site walk-through review of the Project structure, operation and performance. The Architect shall inform the Contractor, the Owner and Owner's Representative promptly in writing relative to the results of this review and shall make appropriate recommendations.

ARTICLE 2.7 FACILITY OPERATION SERVICES

§ 2.7.1.

§ 2.7.2.

(Paragraphs deleted)

ARTICLE 2.8 SCHEDULE OF SERVICES

§ 2.8.1

- .1
- .2
- .3
- .4

§ 2.8.2 The following Design and Contract Administration Services -may be provided by the Architect as a Change in Services in accordance with Section 1.3.3:

- .1
- .2 .3 Owner requested: program changes. Change Orders and Construction Change Directives requiring evaluation of proposals, including the preparation or revision of the Instruments of Service;
- .4 providing consultation concerning replacement of Work resulting from fire, or other cause not related to the Instruments of Service, during construction;
- .5
- .6
- .7
- .8

§ 2.8.3 The Architect shall furnish or provide the following services as part of the total fee for services as designated in Attachment 1.5.1.1:

Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description
.1 Programming	Owner, as applicable	
.2 Land Survey Services	Owner, as applicable	
.3 Geotechnical Services	Owner, as applicable	
.4 Space Schematics/Flow Diagrams	Not Provided	
.5 Existing Facilities Surveys	Architect	
.6 Economic Feasibility Studies	Not provided	
.7 Site Analysis and Selection	Architect	
.8 Environmental Studies and Reports	Owner, as applicable	
.9 Owner-Supplied Data Coordination	Owner, as applicable	
.10 Schedule Development and Monitoring	Architect	
.11 Civil Design	Architect	
.12 Landscape Design	Architect	
.13 Interior Design	Architect	
.14 Special Bidding or Negotiation	Not Provided	
.15 Value Analysis	Not Provided	
.16 Detailed Cost Estimating	Architect	
.17 On-Site Project Representation	Not Provided	
.18 Construction Management	Not Provided	
.19 Start-up Assistance	Not Provided	
.20 Record Drawings	Architect	
.21 Post-Contract Evaluation	Not Provided	
.22 Tenant-Related Services	Not Provided	
.23 Furniture Specifications and Coordination	Architect	
.24 Telecommunications Systems Design	Architect	
.25 Audio-Visual Systems Design	Architect	

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

ARTICLE 2.9 MODIFICATIONS

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

Init.

ARTICLE 2.10 The signature lines below are deleted. The signatures of the parties on the signature lines of the Attachment (see Attachment 2.10.) bind those parties to both the Standard Form of Agreement Between Owner and Architect, with Standard Form of Architect's Services, AIA Document B141-1997 Part 1, Electronic Format as currently amended by the Owner (Articles 1.1 through 1.6), and Standard Form of Architect's Services: Design and Contract Administration, AIA Document B141-1997 Part 2, Electronic Format as currently amended by the Owner (Articles 2.1 through 2.10), attached hereto and made a part hereof. The signatures of the parties on the signature lines of the Attachment shall create the Agreement of the parties as to both Articles 1.1 through 1.6 and Articles 2.1 through 2.10.

OWNER

Go to the Attachment signature line

(Signature)

Go to the Attachment name/title lines

(Printed name and title)

ARCHITECT

Go to the Attachment signature line

(Signature)

Go to the Attachment name/title lines

(Printed name and title)

Additions and Deletions Report for AIA[®] Document B141[™] – 1997 Part 2

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:03:28 on 05/19/2009.

PAGE 1

§ 2.1.1 The Architect shall manage the Architect's services and administer the Project. The Architect shall consult with the Owner, research applicable design ~~criteria, criteria including the Owner's Design Standards,~~ attend Project meetings, communicate with members of the Project team ~~and issue progress reports. The Architect issue progress reports, and generally coordinate and cooperate with the Owner's Representative and Owner in all respects. The Architect with the Owner's Representative shall coordinate the services provided by the Architect and the Architect's consultants with those services provided by the Owner and the Owner's consultants.~~

2.1.1.1 The Architect shall promptly forward to the Owner and the Owner's Representative copies of all relevant Project correspondence issued or received by the Architect and the Architect's consultants.

§ 2.1.2 When Project requirements have been sufficiently identified, the Architect shall prepare, and periodically update, a Project schedule ~~that shall identify milestone dates for decisions required of the Owner, design services furnished by the Architect, completion of documentation provided by the Architect, commencement of construction and Substantial Completion of the Work,~~ pursuant to Subparagraph 1.2.3.2

...

§ 2.1.4 ~~Upon request of the Owner, the~~ The Architect shall make a presentation to explain the design of the Project to representatives of the Owner. ~~Owner, including the Owner's Representative.~~

§ 2.1.5 ~~The~~ In accordance with the schedule accepted by the Owner pursuant to Subparagraph 1.2.3.2, the Architect shall submit design documents to the Owner and the Owner's Representative at intervals appropriate to the design process for purposes of evaluation and approval review by the Owner's Representative and evaluation and approval/acceptance by the Owner. The Architect shall be entitled to rely on approvals/acceptances received from the Owner in the further development of the design.

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

PAGE 2

§ 2.1.7.1 ~~When the Project requirements have been sufficiently identified, the Architect shall prepare a preliminary estimate of the Cost of the Work. This estimate may be based on current area, volume or similar conceptual estimating techniques. As the design process progresses through the end of the preparation of the Construction Documents, the Architect shall update and refine the preliminary estimate of the Cost of the Work. The Architect shall advise the Owner of any adjustments to previous estimates of the Cost of the Work indicated by changes in Project requirements or general market conditions. If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the~~ In the preparation of construction cost estimates as required by this Agreement, it shall be the responsibility of the Architect to design the Project so that such estimates do not exceed the Construction Cost. Whenever the Architect finds, in its opinion, that the cost of construction of the Project will exceed the Construction

Cost, the Architect shall immediately stop work and notify the Owner and the Owner's Representative in writing including any recommendations of the Architect for changes in the size and/or quality of the Project necessary to keep the estimated cost of construction within the Construction Cost. If so directed by the Owner in writing, the Architect shall, at no cost to the Owner, revise or redraft any and all documents necessary for the construction of the Project so as to bring the estimated cost of construction within the Construction Cost. The Owner shall cooperate with the Architect in making ~~such adjustments~~ necessary adjustments to the Project's size and/or quality if necessary to bring the estimated cost of construction within the Construction Costs.

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

§ 2.1.7.3 In preparing estimates of the ~~Cost of the Work Construction Cost~~ the Architect shall be permitted to include contingencies for design, bidding and price escalation; to ~~determine-recommend~~ what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to ~~make-recommend~~ reasonable adjustments in the scope of the Project ~~and-and, for no additional fee,~~ 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. If an increase in the Contract Sum occurring after execution of the Contract between the Owner and the Contractor causes the budget for the Cost of the Work to be exceeded, that budget shall be increased accordingly. those~~ deduct alternates which have been approved by the Owner.

§ 2.1.7.4 If ~~bidding or negotiation~~ the Bidding phase has not commenced within 90 days after ~~the Architect submits the Construction Documents to the Owner, the budget for the Cost of the Work shall be adjusted~~ Construction Documents, have been accepted by the Owner for bidding, the Owner shall consider adjustments to reflect changes in the general level of prices in the construction industry.

§ 2.1.7.5 If the ~~budget for the Cost of the Work Construction Cost~~ is exceeded by the lowest bona fide ~~bid or negotiated proposal, the Owner shall bid, the Owner may:~~

- .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 1.3.8.5; or~~
- .4 ~~cooperate in-oversee~~ revising the Project scope and or quality as required to reduce the ~~Cost of the Work Construction Cost~~ and rebid the Project.

§ 2.1.7.6 If the Owner chooses to proceed under Section 2.1.7.5.4, the Architect, without additional compensation, shall 1) modify to the Owner's acceptance the documents for which the Architect is responsible under this Agreement as necessary to comply with the budget for the Cost of the Work. The modification of such documents-the Construction Cost, 2) provide the services called for in Article 2.5 CONSTRUCTION PROCUREMENT SERVICES, and 3) pay the printing and the photocopy costs related to modification and rebidding. The modification of such documents, the rebidding, and the payment of printing and photocopy costs shall be the limit of the Architect's responsibility under this Section 2.1.7. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not construction is commenced.

...

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

PAGE 3

2.2.1.4 The Architect shall notify the Owner and the Owner's Representative of other information needed for the Project. The Owner shall have no responsibility for identifying which information, surveys, services, and reports are required for the Project. If the Owner rejects any such request made by the Architect, the Owner shall hold harmless and release the Architect from claims relating to the Owner's rejection of such request.

§ 2.3.1 The Architect shall as part of the Schematic Design provide a preliminary evaluation of both the Owner's site, and of the information furnished by the Owner under this Agreement, including the Owner's program and schedule requirements and budget for the Cost of the Work, each in terms of the other program, site conditions, and other requirements including the schedule accepted by the Owner pursuant to Subparagraph 1.2.3.2. The Architect shall review such information to ascertain that it is consistent with the requirements of the Project and shall notify the Owner of any other information or consultant services that may be reasonably needed for the Project, furnished by the Owner to ascertain whether or not in the Architect's professional judgment, said program, site conditions and other requirements will cause the Construction Cost to be exceeded and shall, in writing, so notify the Owner and the Owner's Representative.

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

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

...

§ 2.4.1 The Architect's design services shall include normal structural, mechanical and electrical engineering together with civil engineering, landscape architecture, and cost estimating services. The design of structural, mechanical, electrical, civil, and landscape systems shall be performed by qualified engineers and architects in the employ or under the direction of the Architect. Direct communications are hereby authorized between the Architect's consultants and the Owner and/or Owner's Representative. The Architect shall be informed regarding the substance of any such communication. The Owner and Owner's Representative shall not direct the Architect's consultants. When this Article 2.4 calls for the Architect to conform to the Owner's requirements regarding Schematic Design, Design Development and Construction Documents, and the Architect is of the opinion that such requirements are internally inconsistent or inconsistent with other obligations of the Architect in this Agreement, the Architect shall present the inconsistency to the Owner for resolution.

2.4.1.1 A roof design consultant designated by the Owner will be assigned to and become an integral part of the Architect's design team. The Architect's fee shall include the fee and reimbursables of the roof design consultant. Direct communications are hereby authorized between the designated roof design consultant and the Owner and/or Owner's Representative. The Architect shall be informed regarding the substance of any such communication. The Owner and Owner's Representative shall not direct the Architect's consultants.

...

§ 2.4.2.1 The Architect shall provide Schematic Design Documents based on the mutually agreed upon program, schedule, and budget for the Cost of the Work. The documents shall establish the conceptual design of the Project illustrating the scale and relationship of the Project components. The Schematic Design Documents shall include a conceptual site plan, if appropriate, and preliminary building plans, sections and elevations. At the Architect's option, the Schematic Design Documents may include study models, perspective sketches, electronic modeling or combinations of these media. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing. Schematic Design phase shall commence with the issuance of the Notice to Proceed. The Architect shall exercise professional care to provide Schematic Design Documents that conform to the Owner's program, the Owner's Design Standards, the schedule accepted by the Owner pursuant to Subparagraph 1.2.3.2, and the Construction Cost.

2.4.2.2 The Architect shall determine all major architectural and engineering systems, and shall prepare a written description of the Project together with Schematic Design drawings, specifications, and other description as necessary

to properly convey the scale and relationship of the Project components, including, for new construction, site selection, building placement at the site, and response to all related considerations, including but not limited to soil profiles, soil consolidation, ground water level and drainage, and entry/exit relationships to existing buildings.

2.4.2.3 For projects involving existing construction, the Architect shall verify significant existing conditions to be included in the Project and shall incorporate this information into the written description required by Subparagraph 2.4.2.2.

2.4.2.4 The Architect shall meet at least once, and more often if required, with representatives of the State Building Code and Standards Division, and with local building and fire code officials, to identify and correct all non-compliance(s).

2.4.2.5 The Architect shall at appropriate time(s) meet with the Owner and the Owner's Representative to discuss Schematic Design considerations currently being evaluated and Schematic Design conformance to the Owner's Design Standards.

2.4.2.6 The Architect shall submit to the Owner six (6) complete, bound copies of the approved Schematic Design report which shall include the Schematic Design cost estimate.

2.4.2.7 The Architect shall not proceed with the Design Development phase as set forth in Paragraph 2.4.3 until:

- a) The Architect has received the Owner's written approval of the Schematic Design report, and
- b) The Architect has provided the Owner with a written construction cost estimate that is within the Construction Cost, and
- c) The Architect has received written authorization and direction from the Owner to proceed with the Design Development Phase.

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§ 2.4.3.1 The Architect shall provide Design Development Documents based on the approved Schematic Design Documents and updated budget for the Cost of the Work. Design Development phase shall commence following the Owner's written authorization. The Architect shall exercise professional care to provide Design Development Documents that conform to the approved Schematic Design Documents, the Owner's Design Standards, the schedule accepted by the Owner pursuant to Subparagraph 1.2.3.2, and the Construction Cost. The Design Development Documents shall illustrate and describe the refinement of the design of the Project, establishing the scope, relationships, forms, size and appearance of the Project by means of plans, sections and elevations, typical construction details, and equipment layouts. The Design Development Documents shall include specifications that identify further describe the major materials and systems and establish in general their quality levels; their quality levels. As part of the Design Development Documents, the Architect shall prepare, for acceptance by the Owner, (1) documents (in reasonable detail) to establish the space arrangement, building masses, and building materials; (2) floor plans (including the built-in equipment layout); (3) plans delineating the structural, civil, mechanical and electrical systems; (4) plans for the utility layouts and connections; (5) plans for the major building sections; (6) plans for site utility and landscape work; (7) plans/drawings of building details; and (8) written estimates of the cost of each of the major building systems. The Owner shall accept, or the Architect shall modify at the Owner's request, the Design Development Documents until the same are accepted by the Owner.

2.4.3.2 The Architect shall meet at least once, and more often if required, with representatives of the State Building Code and Standards Division, and with local building and fire code officials, to identify and correct all non-compliance(s).

2.4.3.3 The Architect shall at appropriate time(s) meet with the Owner and the Owner's Representative to discuss Design Development considerations currently being evaluated and Design Development conformance to the Owner's Design Standards.

2.4.3.4 As required by the Owner, the Architect shall forward sets of the Design Development Documents and cost

estimates to the Owner and the Owner's Representative and sets of the Design Development Documents to review consultants designated by the Owner and/or the Owner's Representative. Each set shall include architectural, structural, mechanical, electrical, civil, and landscape systems which appropriately describe the Project construction.

2.4.3.5 The Architect shall not proceed with the Construction Documents phase as set forth in Paragraph 2.4.4 until:

- a) The Architect has received the Owner's written acceptance of the Design Development Documents,
- b) The Architect has provided the Owner with an estimated bid date and a written construction cost estimate that is within the Construction Cost, and
- c) The Architect has received written authorization and direction from the Owner to proceed with the Construction Documents phase.

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§ 2.4.4.1 The Architect shall provide Construction Documents based on the approved Design Development Documents and updated budget for the Cost of the Work. Construction Documents phase shall commence following the Owner's written authorization. The Architect shall exercise professional care to provide Construction Documents that conform to the accepted Design Development Documents, the Owner's Design Standards, the schedule accepted by the Owner pursuant to Subparagraph 1.2.3.2., and the Construction Cost. The Construction Documents shall set forth in detail the all requirements for construction of the Project. The Construction Documents shall include Drawings and Specifications that further establish in detail the quality levels of materials and systems required for the Project. The Owner shall accept, or the Architect shall modify at the Owner's request, the Construction Documents until the same are accepted by the Owner.

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

2.4.4.3 The Architect shall furnish Drawings and Specifications to, and receive written approval from, applicable state and local officials. In addition, the Architect shall meet at least once, and more often if required, to review the design with representatives of the State Building Code and Standards Division, the State Department of Health when applicable, and with local building and fire code officials. The Architect shall be responsible for Project design conformance to all applicable statutes and codes, including variance thereof. When the Architect is of the opinion that such statutes and codes, including variances, are internally inconsistent or inconsistent with other obligations of the Architect in this Agreement, the Architect shall present the inconsistency to the Owner for resolution. Further, if applicable statutes and/or codes are changed by state and/or local officials during the pendency of design or construction of the Project and, further, if the Architect had reasonable reliance upon the language of the pre-change statute and/or rule and, further, if the effect of the change adversely affects the Architect financially in a substantial manner, then the Architect may apply to the Owner for the Owner's consideration of the effect of the change and possible change to the compensation of the Architect.

2.4.4.4 The Architect shall at appropriate time(s) meet with the Owner and the Owner's Representative to discuss Construction Document considerations currently being evaluated and Construction Document conformance to the Owner's Design Standards.

2.4.4.5 As required by the Owner and/or the Owner's Representative, the Architect shall forward sets of the Construction Documents to the Owner and the Owner's Representative and to review consultants designated by the Owner and/or the Owner's Representative. Each set shall include architectural, structural, mechanical, electrical, civil, and landscape systems which completely describe the Project construction.

2.4.4.6 The Architect shall not proceed with the Bidding phase as set forth in Article 2.5 until:

- a) The Architect has received the Owner's written acceptance of the Construction Documents, and
- b) The Architect has provided the Owner and the Owner's Representative with a final written construction cost estimate that is within the Construction Cost, and
- c) The Architect has received written authorization and direction from the Owner to proceed with the Bidding phase.

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§ 2.5.1 The Architect shall assist the Owner in obtaining ~~either competitive bids or negotiated proposals~~ and shall assist the Owner in awarding and preparing contracts for construction.

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

§ 2.5.3 The Architect shall assist the Owner and Owner's Representative in bid validation or proposal evaluation and determination of the successful ~~bid or proposal, if any, bid.~~ If requested by the Owner, the Architect shall notify all prospective bidders or contractors of the ~~bid or proposal results.~~ The Architect shall recommend in writing to the Owner that bidder which, in the Architect's opinion, is the lowest responsive bidder.

...

§ 2.5.4.1 The Bidding phase shall commence following the Owner's written authorization. Bidding Documents shall consist of bidding requirements, ~~proposed contract forms, General Conditions and Supplementary Conditions, Specifications and Drawings~~ contract forms, General Conditions of the Contract for Construction as currently amended by the Owner, Drawings, Specifications, and such other documents as the Owner may designate.

§ 2.5.4.2 ~~If requested by the Owner, the~~ The Architect shall arrange for procuring the reproduction of Bidding Documents for distribution to prospective bidders. The Owner shall pay directly for the cost of reproduction or shall reimburse the Architect for such expenses.
expenses, subject to the limitations set forth in Section 1.3.9.2.

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

§ 2.5.4.4 ~~The Architect shall consider requests for substitutions, if permitted by the Bidding Documents, and If the Architect, but only upon prior approval of the Owner, permits requests for substitutions in the Bidding Documents, the Architect shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.~~

...

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

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

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

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

~~§ 2.5.5.5 If requested by the Owner, the Architect shall assist the Owner during negotiations with prospective contractors. The Architect shall subsequently prepare a summary report of the negotiation results, as directed by the Owner.~~

...

~~§ 2.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below in this Agreement and in the edition of AIA Document A201, A201 - 1997, General Conditions of the Contract for Construction, current as of the date of this Agreement. Modifications made to the General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement or approved in writing by the Architect. Electronic Format as currently amended by the Owner. This administration shall be consistent with the agreement between the Owner and the Owner's Representative. To the extent of any conflict between the terms of this Agreement, the above-referenced agreement between the Owner and the Owner's Representative, and the General Conditions of the Contract for Construction as currently amended by the Owner, the interpretation most favorable to the Owner shall control.~~

~~§ 2.6.1.2 The Construction phase and Architect's responsibility to provide the Contract Administration Services under this Agreement commences with the award of the initial Contract for Construction and terminates at the Owner's notice to proceed to the Contractor and terminates 365 days after the Architect's issuance to the Owner of the final Certificate for Payment. However, the Architect shall be entitled to a Change in Services in accordance with Section 2.8.2 when Contract Administration Services extend 60 days after the date of Substantial Completion of the Work. Payment, and upon the Architect's completion of services (such as the ten month pre-warranty "walk through", and other typical post substantial completion services).~~

~~§ 2.6.1.3 The Architect shall be a representative of and shall advise and consult with the Owner during the provision of the Contract Administration Services. Services; the Architect shall also advise and consult with the Owner's Representative. The Architect shall have authority to act on behalf of the Owner only to the extent provided in AIA Document A201 - 1997, General Conditions of the Contract for Construction, Electronic Format as currently amended by the Owner and this Agreement unless otherwise modified by written amendment; nonetheless, the exercise of said authority shall be consistent with the agreement Between the Owner and the Owner's Representative. The Architect shall not cause changes in the Work without the written approval of the Owner, or written or verbal approval of the Owner as to minor changes pursuant to Subparagraph 7.4.1 of AIA Document A201 - 1997, General Conditions of the Contract for Construction, Electronic Format as currently amended by the Owner. Should the Architect cause changes in the Work without the Owner's approval, any costs incurred due to these changes, or to reinstate the original requirements, shall, at the discretion of the Owner, be paid by the Architect.~~

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

~~§ 2.6.1.5 The Architect shall review and answer properly prepared, timely requests by the Contractor for additional information about the Contract Documents. A properly prepared request for additional information about the Contract Documents shall be in a form prepared or approved by the Architect and shall include a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect shall consult with the Owner and the Owner's Representative, as the Architect, Owner and Owner's Representative mutually consider necessary, regarding such requests and the responses thereto. The Architect shall provide the Owner and the Owner's Representative a copy of all requests and responses.~~

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

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

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

§ 2.6.1.9 The Architect shall render initial decisions on in writing within a reasonable time an opinion as to claims, disputes or other matters in question between the Owner and Contractor as provided in the Contract Documents. However, the Architect's decisions-opinions on matters relating to aesthetic effect shall be the final determination if consistent with the intent expressed in the Contract Documents, Documents and approved by the Owner.

2.6.1.10 The Architect shall before the beginning of construction conduct one pre-construction conference, and thereafter construction progress meetings, and shall prepare and distribute appropriate records and minutes of such conferences and meetings.

2.6.1.11 The Architect together with consultants as required shall after the beginning of construction of the Project, but prior to beginning of specific parts of the Project, administer Pre-Installation conferences dealing with the following specific parts: see Attachment 2.6.1.11

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§ 2.6.2.1 The Architect, as a representative of the Owner, shall visit the site together with the Architect's consultants as required, shall conduct periodic on-site observations of the Project construction and construction progress meetings at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by the Owner and the Architect in Article 2.8, directed by the Owner, and no less than as required by Attachment 2.6.2.1, (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Architect shall prepare and forward to the Owner and the Owner's Representative within three working days a field report for each on-site observation, using AIA Form G711 or equivalent. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 2.6.2.2 The Architect shall verbally as soon as possible and in writing as soon as possible report to the Owner and the Owner's Representative and notify the Contractor as to known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, the Architect shall not 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, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

...

§ 2.6.2.4 Except as otherwise provided in this Agreement or when direct communications have been specially authorized, the The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect. The Owner and the Owner's Representative with the Architect's consultants are hereby authorized. The Architect shall be informed regarding the substance of any such communication. The Owner or the Owner's Representative shall not direct the Architect's consultants.

§ 2.6.2.5 The Architect shall have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to Architect, with the Owner's approval and notification to the Owner's Representative shall 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.

...

§ 2.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue Certificates for Payment in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's observations at the site and evaluation of the Work as provided in Section 2.6.2 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. ~~Documents and the Contractor is entitled to payment in the amount certified.~~ 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.~~ the Architect at the time of certification.

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§ 2.6.3.3 The Architect shall maintain a record of the Contractor's Applications for ~~Payment.~~ Payment and shall the day of receipt date stamp each Application.

...

§ 2.6.4.1 The Architect shall review and ~~approve or take other~~ appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with ~~information given the Contract Documents~~ and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 2.6.4.2 ~~The Architect.~~ Architect, in consultation with the Owner's Representative, shall prepare a list of submittals to be provided by the Contractor in accordance with the requirements of the Contract Documents and shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents. The Architect shall advise the Owner and the Owner's Representative in writing if the Architect becomes aware that the Work is proceeding in the absence of shop drawings and submittals that have been reviewed and approved, or are required to be reviewed and approved, in accordance with the Contract Documents.

...

§ 2.6.5.1 The Architect shall prepare Change Orders and Construction Change Directives for the Owner's ~~approval and execution in accordance with the Contract Documents.~~ The Architect Representative's review and the Owner's approval. The Architect with the Owner's approval and notification to the Owner's Representative may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents. ~~Time. Notwithstanding the requirements of Subparagraph 2.6.1.3, verbal approval is acceptable for minor changes as provided herein.~~ If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified, ~~as provided in Section 2.8.2.~~ modified. The Architect shall prepare and maintain a continuous listing of all Change Orders, both those proposed and those executed, another continuous listing of all Construction Change

Directives, and a third continuous listing of all approved minor changes in the Work as provided for in this Subparagraph 2.6.5.1.

§ 2.6.5.2 The Architect shall ~~review properly prepared, timely promptly review~~ requests by the Owner or Contractor for changes in the Work, including adjustments to the Contract Sum or ~~Contract Time~~. A ~~properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications.~~ If the Architect determines that requested changes in the Work are not materially different from the requirements of the Contract Documents, the Architect may issue an order for a minor change in the Work or recommend to the Owner that the requested change be ~~denied, the Contract Time~~.

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

§ 2.6.5.4 The Architect shall maintain records relative to changes in the ~~Work, Work and within sixty (60) days after the final Substantial Completion of construction of the Work,~~ the Architect shall deliver to the Owner one complete set of clearly titled Project Record Documents Drawings and Specifications as follows: as to the Drawings, one complete set of full sized reproducible mylar tracings and one complete set of full sized prints; as to the Specifications, one bound and one unbound Project Manual, suitable for reproduction; and as to electronic records, two complete sets of electronic medium of all Project Record Documents in the form as required by Attachment 2.6.5.4. Project Record Drawings and Specifications are the original Project Drawings and Specifications revised to reflect all Bidding phase addenda, all executed Change Orders to the Project construction contract, and all minor changes in the Work authorized by the Architect.

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§ 2.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, shall ~~issue the Certificate(s) of Substantial Completion, shall receive from the Contractor and forward to the Owner, for the Owner's review and Owner and Owner's Representative, for the Owner's and Owner's Representative's review and the Owner's records,~~ written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment based upon a final inspection indicating the Work complies with ~~the requirements of the Contract Documents, all requirements of the Contract Documents.~~ The Architect shall notify the Owner and Owner's Representative in writing when, in the Architect's opinion, construction of the Project is: a) substantially complete, and b) complete, including all punch list and closeout items.

§ 2.6.6.2 The Architect's ~~inspection inspections~~ shall be conducted with the Owner's Representative and the Owner's Designated Representative 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.

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

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

2.6.6.5 The Architect, the Owner's Representative and the Owner's Designated Representative shall, ten months following final Substantial Completion, conduct an on-site walk-through review of the Project structure, operation and

performance. The Architect shall inform the Contractor, the Owner and Owner's Representative promptly in writing relative to the results of this review and shall make appropriate recommendations.

...

§ 2.7.1.

§ 2.7.2.

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

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

~~§ 2.8.1~~ Design and Contract Administration Services beyond the following limits shall be provided by the Architect as a Change in Services in accordance with Section 1.3.3:

- ~~.1~~ up to () reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor;
- ~~.2~~ up to () visits to the site by the Architect over the duration of the Project during construction;
- ~~.3~~ up to () inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents;
- ~~.4~~ up to () inspections for any portion of the Work to determine final completion.

~~§ 2.8.2~~ The following Design and Contract Administration Services ~~shall~~ may be provided by the Architect as a Change in Services in accordance with Section 1.3.3:

- ~~.1~~ review of a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- ~~.2~~ responses to the Contractor's requests for information where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner provided information, Contractor prepared coordination drawings, or prior Project correspondence or documentation;
- ~~.3~~ .3 Owner requested: program changes. Change Orders and Construction Change Directives requiring evaluation of proposals, including the preparation or revision of the Instruments of Service;
- ~~.4~~ providing consultation concerning replacement of Work resulting from fire or other cause ~~fire, or other cause not related to the Instruments of Service,~~ during construction;
- ~~.5~~ evaluation of an extensive number of claims submitted by the Owner's consultants, the Contractor or others in connection with the Work;
- ~~.6~~ evaluation of substitutions proposed by the Owner's consultants or contractors and making subsequent revisions to Instruments of Service resulting therefrom;
- ~~.7~~ preparation of design and documentation for alternate bid or proposal requests proposed by the Owner; or
- ~~.8~~ Contract Administration Services provided 60 days after the date of Substantial Completion of the Work.

~~§ 2.8.3~~ The Architect shall furnish or provide the following services ~~only if specifically designated;~~ as part of the total fee for services as designated in Attachment 1.5.1.1:

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

ARTICLE 2.10 The signature lines below are deleted. The signatures of the parties on the signature lines of the Attachment (see Attachment 2.10.) bind those parties to both the Standard Form of Agreement Between Owner and Architect, with Standard Form of Architect's Services, AIA Document B141-1997 Part 1, Electronic Format as currently amended by the Owner (Articles 1.1 through 1.6), and Standard Form of Architect's Services: Design and Contract Administration, AIA Document B141-1997 Part 2, Electronic Format as currently amended by the Owner (Articles 2.1 through 2.10), attached hereto and made a part hereof. The signatures of the parties on the signature lines of the Attachment shall create the Agreement of the parties as to both Articles 1.1 through 1.6 and Articles 2.1 through 2.10.

...

Go to the Attachment signature line

Go to the Attachment signature line

...

Go to the Attachment name/title lines

Go to the Attachment name/title lines

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:03:28 on 05/19/2009 under Order No. 1000368754_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B141™ – 1997 Part 2 - Standard Form of Architect's Services: Design and Contract Administration, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)