



AIA Document B112™ – 2022 Exhibit A

Architect of Record Services

This B112™–2022, Exhibit A, Architect of Record Services is part of the Agreement, between the Owner and the Architect of Record, dated the _____ day of _____ in the year _____

(In words, indicate day, month, and year.)

for the following **PROJECT**:

(Name and location or address)

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

THE OWNER:

(Name, legal status, and address)

THE ARCHITECT OF RECORD:

(Name, legal status, and address)

ARTICLE A.1 SCOPE OF THE ARCHITECT OF RECORD'S SERVICES

§ A.1.1 Definitions

§ A.1.1.1 Design Development Documents

The Design Development Documents shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical, and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ A.1.1.2 Transfer Package

The Transfer Package shall consist of the Design Development Documents, a detailed estimate of the Cost of the Work, the Owner's schedule for the Project, and other Owner-provided documentation as appropriate to communicate the scope, quality, budget, and intent of the Project.

§ A.1.2 Transfer Package and Owner Provided Information Review Phase

§ A.1.2.1 Following receipt of the Transfer Package from the Owner and upon the Owner's request, the Architect of Record shall participate in a meeting to review and discuss the Transfer Package with the Owner and the Owner's consultants and contractors for the purposes of (1) confirming the Owner and Architect of Record's understanding of the information transferred and (2) determining if further information is required, or if information requires clarification, in order for the Architect of Record to perform its services under the Agreement.

§ A.1.2.2 The Architect of Record shall review the Transfer Package along with any other information furnished by the Owner. The Architect of Record shall prepare an evaluation of the Transfer Package and any other information furnished by the Owner, including the schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information. Evaluations of the Owner's budget for the Cost of the Work represent the Architect of Record's judgment as a design professional. The Architect of Record shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) additional design development or other

information or consulting services that may be reasonably needed for the Architect of Record to proceed with its services for the Project. The Architect of Record shall present its evaluation to the Owner.

§ A.1.2.3 Based on the Transfer Package, and upon authorization by the Owner, the Architect of Record shall proceed with the preparation of Construction Documents as set forth in Section A.1.3.

§ A.1.3 Construction Documents Phase Services

§ A.1.3.1 Based on the design intent and information contained in the Transfer Package and other Owner supplied information, as well as the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect of Record shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect of Record acknowledge that in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect of Record shall review in accordance with Section 1.5.4.

§ A.1.3.2 The Architect of Record shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ A.1.3.3 During the development of the Construction Documents, the Architect of Record shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect of Record shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ A.1.3.4 Prior to the conclusion of the Construction Documents Phase, the Architect of Record shall submit the Construction Documents to the Owner and the Cost Consultant. The Architect of Record shall meet with the Cost Consultant to review the Construction Documents.

§ A.1.3.5 Upon receipt of the Owner's estimate of the Cost of the Work at the conclusion of the Construction Documents Phase, the Architect of Record shall take action as required under Section A.1.3.6 and request the Owner's approval of the Construction Documents.

§ A.1.3.6 The Architect of Record shall, as an Additional Service, make any required revisions to the Drawings, Specifications, or other documents necessitated by cost estimates that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect of Record in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

§ A.1.4 Procurement Phase Services

§ A.1.4.1 General

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

§ A.1.4.2 Competitive Bidding

§ A.1.4.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ A.1.4.2.2 The Architect of Record shall assist the Owner in bidding the Project by

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ A.1.4.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect of Record shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ A.1.4.3 Negotiated Proposals

§ A.1.4.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ A.1.4.3.2 The Architect of Record shall assist the Owner in obtaining proposals by

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ A.1.4.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect of Record shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ A.1.5 Construction Phase Services

§ A.1.5.1 General

§ A.1.5.1.1 The Architect of Record shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201®–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect of Record's services under this Agreement unless the Owner and the Architect of Record amend this Agreement.

§ A.1.5.1.2 The Architect of Record shall advise and consult with the Owner during the Construction Phase Services. The Architect of Record shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect of Record shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect of Record be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect of Record shall be responsible for the Architect of Record's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ A.1.5.1.3 Except as provided in Section A.1.5.6.5, the Architect of Record's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect of Record issues the final Certificate for Payment.

§ A.1.5.2 Evaluations of the Work

§ A.1.5.2.1 The Architect of Record shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in the Agreement, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect of Record shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect of Record shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ A.1.5.2.2 The Architect of Record has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect of Record considers it necessary or advisable, the Architect of Record shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect of Record 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 of Record to the Contractor, Subcontractors, suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ A.1.5.2.3 The Architect of Record shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect of Record's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ A.1.5.2.4 Interpretations and decisions of the Architect of Record shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect of Record shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect of Record's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ A.1.5.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect of Record shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ A.1.5.3 Certificates for Payment to Contractor

§ A.1.5.3.1 The Architect of Record shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect of Record's certification for payment shall constitute a representation to the Owner, based on the Architect of Record's evaluation of the Work as provided in Section A.1.5.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect of Record's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect of Record.

§ A.1.5.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect of Record 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 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.

§ A.1.5.3.3 The Architect of Record shall maintain a record of the Applications and Certificates for Payment.

§ A.1.5.4 Submittals

§ A.1.5.4.1 The Architect of Record shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect of Record's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect of Record's professional judgment to permit adequate review.

§ A.1.5.4.2 The Architect of Record shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect of Record's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences, or procedures. The Architect of Record's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ A.1.5.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect of Record shall specify the appropriate performance and design criteria that such services must satisfy. The Architect of Record shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or

certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect of Record. The Architect of Record's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect of Record shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ A.1.5.4.4 The Architect of Record shall review and respond to requests for information about the Contract Documents. The Architect of Record shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect of Record's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect of Record shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ A.1.5.4.5 The Architect of Record shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ A.1.5.5 Changes in the Work

§ A.1.5.5.1 The Architect of Record may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect of Record shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ A.1.5.5.2 The Architect of Record shall maintain records relative to changes in the Work.

§ A.1.5.6 Project Completion

§ A.1.5.6.1 The Architect of Record shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect of Record's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ A.1.5.6.2 The Architect of Record's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ A.1.5.6.3 When Substantial Completion has been achieved, the Architect of Record shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ A.1.5.6.4 The Architect of Record shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ A.1.5.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect of Record shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.