

DRAFT AIA[®] Document B214[™] - 2012

Standard Form of Architect's Services: LEED[®] Certification

for the following **PROJECT**:
(Name and location or address)

«Durham Police Headquarters Complex»
«113 S Elizabeth St, Parcel ID 102868, 2.837 acres
601 E Ramseur St, Parcel ID 102870, 0.235 acres
605 E Ramseur St, Parcel ID 102871, 0.17 acres
101 S Elizabeth St, Parcel ID 102869, 0.747 acres
616 E Main St, Parcel ID 102890, 0.45 acres
102 Hood St, Parcel ID 102889, 0.084 acres»
« »
« »

THE OWNER:
(Name, legal status and address)

«City of Durham »« City of Durham »
«101 City Hall Plaza
Durham, NC 27701»
«Telephone Number: 919-560-4197»
«Fax Number: 919.560.4970 »
« »« »

THE ARCHITECT:
(Name, legal status and address)

« »« »
«O'Brien Atkins»« O'BRIEN/ATKINS ASSOCIATES P.A.»
«5001 South Miami Blvd.
Durham, NC 27703»
«Telephone Number: 919-941-9000»
«Fax Number: 919-941-9006»

THE AGREEMENT

This Standard Form of Architect's Services is part of or modifies the accompanying Owner-Architect Agreement (hereinafter, the Agreement) dated the « » day of « » in the year « 2015 ».

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

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

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

This document provides the Architect's scope of services only and must be used with an owner-architect agreement. It may be used with G802[™]-2007, Amendment to the Professional Services Agreement, to create a modification to any owner-architect agreement.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 The Architect's performance of the services set forth in this document is based upon the following information. *(List below information, including a list of the Owner's consultants and other conditions or assumptions, that will affect the Architect's performance.)*

« The Architect will provide services to achieve LEED silver as part of Basic Services in accordance with the Owner-Architect Agreement. »

§ 1.1.1 The Owner has established a goal for the Project to achieve Leadership in Energy and Environmental Design (LEED) Certification at the level set forth below:

(List level of LEED Certification, e.g. Platinum, Gold, Silver, Certified.)

« The Architect shall achieve no less than LEED Silver in support of the Comprehensive Plan, Chapter 7, Conservation and Environment Element, Section 7.1.5b. Energy Saving Designs which states, "The City General Services Department, the County Engineering Department, and the Durham Public Schools shall ensure that new facilities planned by the City and County incorporate energy conservation features in accordance with Leadership in Energy and Environmental Design or other high performance or green building standards." »

under the following United States Green Building Council (USGBC) LEED Green Building Rating System and version:

(List the LEED Green Building Rating System and applicable version targeted for the Project.)

« »

§ 1.2 Check one box below to indicate whether the Architect is responsible, under the accompanying Owner-Architect Agreement, for preparation of the Contract Documents and submission of the necessary construction documents to the public authority having jurisdiction over the Project (the Prime Architect); or whether the Architect is not responsible for preparation of the Contract Documents under the accompanying Owner-Architect Agreement, and is providing services under this Standard Form of Architect's Services only as a LEED consultant to the Owner (LEED Consulting Architect):

Prime Architect

LEED Consulting Architect

The Architect is performing the Architect's services as the Prime Architect, the Architect shall perform the services set forth in this Standard Form of Architect's Basic Services. 8.

ARTICLE 2 LEED CERTIFICATION SERVICES

§ 2.1 The Architect shall review applicable criteria for achieving the targeted level of LEED Certification identified in Section 1.1.1 and shall consult with the Owner with regard to such requirements. The Architect shall attend

meetings during the Design and Construction Phases, communicate with members of the Project team, and issue progress reports as appropriate to coordinate the LEED Certification process for the Project.

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

§ 2.3 LEED Certification Agreements

The Architect shall provide the Owner with copies of all agreements required by the Green Building Certification Institute (GBCI) or the USGBC to register the Project and pursue the anticipated LEED Certification. The Owner and Architect will review the agreements, and confirm that the terms of those agreements are acceptable to the Owner, before the Architect performs the LEED Certification Services under this Article 2. The Owner agrees to execute all documents required by the GBCI or the USGBC to be executed by the Owner, including any documentation required to establish the authority of the Architect as an agent of the Owner for the limited purpose of pursuing LEED Certification.

§ 2.4 LEED Workshop

No later than the conclusion of the Schematic Design Phase, the Architect shall conduct a LEED Workshop with the Owner and, as requested by the Architect, with the Owner's consultants and the Architect's consultants, during which the attendees will: review the LEED Green Building Rating System; examine LEED credits to be targeted, utilizing the appropriate Green Building Rating System Project Checklist, and identify potential LEED points associated with those credits; examine strategies for implementation of the targeted LEED credits; and discuss the potential impact of the targeted LEED credits on the Project schedule and Owner's program and budget.

§ 2.5 LEED Certification Plan

§ 2.5.1 Following the LEED Workshop, the Architect shall prepare a LEED Certification Plan based on the targeted LEED credits. The LEED Certification Plan shall consist of, at a minimum, the appropriate Green Building Rating System Project Checklist indicating the targeted LEED credits; the Owner's LEED Certification goal; information describing the Owner's, the Owner's consultants', the Contractor's and the Architect's responsibilities for each LEED credit; and a list of the LEED Documentation, as set forth in Section 2.6.2, required from each of them. The Architect shall submit the LEED Certification Plan to the Owner for the Owner's approval.

§ 2.5.1.1 Following the Owner's approval of the LEED Certification Plan, the Architect shall provide the services specifically identified as the responsibility of the Architect in the LEED Certification Plan and any approved changes to the LEED Certification Plan. If the LEED Certification Plan requires the Architect to provide services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project, those services shall be provided pursuant to Section 3.3.

§ 2.5.2 Subject to Section 3.1 or Section 3.2, the Architect shall make adjustments to the LEED Certification Plan, as the design and construction of the Project progresses, to reflect any changes approved by the Owner.

§ 2.6 Project Registration and Submission of LEED Documentation to the GBCI

§ 2.6.1 The Architect, as agent for the Owner, shall register the Project with the GBCI. Registration fees and any other fees charged by the GBCI, and paid by the Architect, shall be a reimbursable expense and shall be credited against any initial payment received pursuant to Section 5.4.

§ 2.6.2 The Architect shall collect documentation, calculations and submittals necessary to meet the LEED Certification requirements (LEED Documentation) from the Owner, the Owner's consultants and the Contractor, and organize and manage the LEED Documentation as necessary for the LEED Certification process.

§ 2.6.3 Subject to Section 3.1 or Section 3.2, and provided the Architect receives timely notice from the Owner or the GBCI, the Architect shall prepare and file necessary documentation with the GBCI to appeal a ruling or other interpretation denying a minimum program requirement, prerequisite, or credit or point necessary to achieve the LEED Certification.

§ 2.6.4 Subject to Section 3.1 or Section 3.2, the Architect shall prepare and submit the LEED Certification Application for the Project to the GBCI, including any required supporting documentation, in accordance with the LEED Certification Plan.

§ 2.6.5 Subject to Section 3.1 or Section 3.2, the Architect shall prepare responses to, and submit additional documentation required by, comments or questions received from the GBCI.

§ 2.6.6 *[Intentionally Omitted]*

§ 2.7 Services Performed Only by the Prime Architect Pursuant to Section 1.2

§ 2.7.1 LEED Certification Drawings and Specifications

The Architect shall prepare Construction Documents that incorporate the requirements of the LEED Certification Plan.

§ 2.7.2 In order to achieve LEED Certification, the Project may require the use of materials and equipment that have had limited testing or verification of performance.

§ 2.7.3 LEED Certification Services during Bidding or Negotiation

§ 2.7.3.1 The Architect shall conduct a pre-bid conference to receive questions regarding Bidding Documents related to LEED Certification.

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

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

§ 2.7.3.4 The Architect shall assist the Owner with evaluating information in bids or proposals and determination of the successful bid or proposal, if any, related to LEED Certification.

§ 2.7.4 LEED Certification Services during Construction

§ 2.7.4.1 The Architect shall review properly prepared, timely requests by the Contractor for additional information about the Contract Documents, related to LEED Certification, that include a detailed written statement indicating the specific Drawings or Specifications in need of clarification and the nature of the clarification requested.

§ 2.7.4.2 The Architect shall prepare supplemental Drawings, Specifications and other information in response to requests for information by the Contractor related to LEED Certification.

§ 2.7.4.3 The Architect, as a representative of the Owner, shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 3.1.4, to become generally familiar with and to keep the Owner informed about the progress of the portions of the Work related to LEED Certification. 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 not have control over, charge of, or be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work.

§ 2.7.4.4 Subject to Section 3.1, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples for the limited purpose of checking for conformance with applicable LEED credit requirements. 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, Owner's consultants or Contractor, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 2.7.4.5 The Architect shall review properly prepared, timely requests by the Owner, Owner's consultants or Contractor for changes in the Work related to LEED Certification. 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, whether the requested changes in the Work are materially different from the requirements of the LEED Certification Plan.

§ 2.7.4.6 If the Architect determines that implementation of a requested change in the Work would result in a material effect on LEED Certification, the Architect shall notify the Owner, who may authorize further investigation of such change. Based upon the Architect's investigation and information furnished by the Contractor, if any, the Architect shall make recommendations to the Owner regarding the implementation of the requested changes.

§ 2.8 Services Performed Only by the LEED Consulting Architect Pursuant to Section 1.2 [Intentionally Omitted].

§ 2.9 Project Completion

§ 2.9.1 For purposes of this Standard Form of Architect's Services, Substantial Completion shall be defined in accordance with AIA Document A201™–2007 as modified by the Owner. Verification that the Project has achieved LEED Certification, or the actual achievement of LEED Certification, shall not be a condition precedent to the issuance of a Certificate of Substantial Completion.

§ 2.9.2 [Intentionally Omitted].

ARTICLE 3 ADDITIONAL SERVICES [Intentionally Omitted]

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 [Intentionally Omitted]

§ 4.2 The Owner shall provide to the Architect information that is relevant and necessary for achievement of LEED Certification, § 4.3 § 4.4 [Intentionally Omitted] § 4.5 Based on the Owner's approval of the LEED Certification Plan and any approved changes to the LEED Certification Plan, the Owner shall perform those items identified as the responsibility of the Owner in the LEED Certification Plan or as otherwise required by the Contract Documents. The Owner shall require that each of its contractors and consultants perform the consultant's or contractor's services in accordance with the LEED Certification Plan.

§ 4.6 The Owner shall comply with the requirements of the USGBC or the GBCI as they relate to the Project both during construction and after completion of the Project.

§ 4.7 [Intentionally Omitted] § 4.8 [Intentionally Omitted] § 4.9 [Intentionally Omitted]

ARTICLE 5 COMPENSATION [Intentionally Omitted]

ARTICLE 6 MISCELLANEOUS PROVISIONS

§ 6.1 In the event of a conflict between the terms of this Standard Form of Architect's Services and the terms of the accompanying Owner-Architect Agreement, the terms of the Owner-Architect Agreement shall control.

§ 6.2 [Intentionally Omitted]

§ 6.3 [Intentionally Omitted]

§ 6.4 [Intentionally Omitted]

ARTICLE 7 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Standard Form of Architect's Services: LEED® Certification, if any, are as follows:

« N/A »