

**AIA**  
Contract  
Documents

## **AIA Document B511™ – 2022**

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# Guide for Projects involving a Design Architect and Architect of Record

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## **Purpose of This Guide**

This guide is written as a companion to the following AIA Contract Documents:

B111™-2022, Standard Form of Agreement Between Owner and Design Architect

B111™-2022, Exhibit A, Design Architect Services

B112™-2022, Standard Form of Agreement Between Owner and Architect of Record

B112™-2022, Exhibit A, Architect of Record Services

E205™-2022, Architects' Scope and Responsibility Matrix

This guide is intended to examine relationships and issues that occur when two architects provide professional services on a project. This guide specifically focuses on scenarios where a Design Architect works alongside, or in tandem with, an Architect of Record and discusses some of the risks that the architects may face in such scenarios. While this guide is a primer on common issues and risks associated with dual-architect projects, it is not an exhaustive list of all aspects, issues, and risks. This guide also provides instructions and commentary about the above-referenced documents.

Information in this guide is not offered, and should not be construed, as legal advice. Laws regarding the use and enforceability of information in this guide may vary among jurisdictions. Users of this guide are encouraged to familiarize themselves with laws and regulations applicable to the jurisdiction in which the project is located and engage counsel experienced with those laws and regulations who should review the architect's contract and assist with risk assessment.

The following scenarios are beyond the scope of this guide:

**International Projects.** Refer to AIA Documents B161™-2022, Standard Form of Agreement Between Client and Consultant for design consulting services where the Project is located outside the United States and B561™-2022, Guide to International Practice and Contracting for U.S. Architects.

**Joint Ventures.** Although this Guide includes a brief discussion of joint ventures in order to provide context, refer to AIA Document C101™-2018, Joint Venture Agreement for Professional Services.

**Replacement Architect.** This guide does not discuss scenarios where one architect replaces another on a project due to an unplanned event, such as when the initial architect's contract is terminated.

**Three or More Architects.** While this guide does not directly address these scenarios, many of the issues discussed in this guide may be relevant to projects involving three or more architects. Projects with three or more architects tend to arise out of special circumstances. For example, a third architect might be one who provides design services that require special expertise, like historic preservation, interior design, or exhibit design.

## **Document Lineage**

AIA Documents B111-2022, B112-2022, and E205-2022 are based, in part, on B103™-2017, Standard Form of Agreement Between Owner and Architect for a Complex Project. The rationale for this document lineage is that projects involving a Design Architect and Architect of Record tend to be larger, complex projects with issues similar to those addressed in the B103-2017 agreement. One example of this lineage is that B111-2022, B112-2022, and E205-2022 require the owner to hire separate cost and scheduling consultants. This requirement is a common feature of complex projects and thus was added as a requirement in the B111-2022, and B112-2022 agreements, and the E205-2022 responsibility matrix.

## **Concurrent vs. Consecutive Services**

Another feature of projects involving two architects is the way the architects work together in performing their services. While these relationships are described in detail in sections A-2 and A-4 of this guide, it is important to acknowledge at the beginning of this guide that such relationships tend to categorize in two typologies – projects where the architects provide services concurrently and those where the architects provide services consecutively.

When two architects perform services concurrently, their services are complementary as the architects work collaboratively throughout multiple phases of the project’s design. In any given phase of design, one architect might take primacy over the other, but there is typically some degree of collaboration and layering of the architects’ services. AIA Document E205-2022, Architects’ Scope and Responsibility Matrix is intended to be used in concurrent services scenarios and can be adapted for various types of collaboration.

### **Concurrent Services**

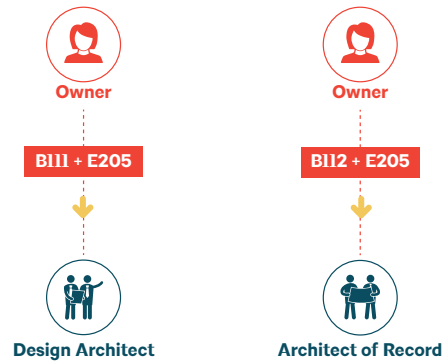


Fig. 1. Diagram showing contractual relationships for concurrent services

Alternatively, when two architects perform services consecutively, there is a transfer of responsibility between the Design Architect and Architect of Record at a predetermined milestone. AIA Documents B111-2022, Exhibit A, Design Architect Services and B112-2022, Exhibit A, Architect of Record Services should be used in these consecutive services scenarios. These exhibits require the Design Architect to perform services through the Design Development Phase, then provide a subsequent Transfer Package of documents to the owner and Architect of Record. If the transfer of responsibilities is desired to occur at a different milestone these exhibits can be modified accordingly.

### **Consecutive Services**

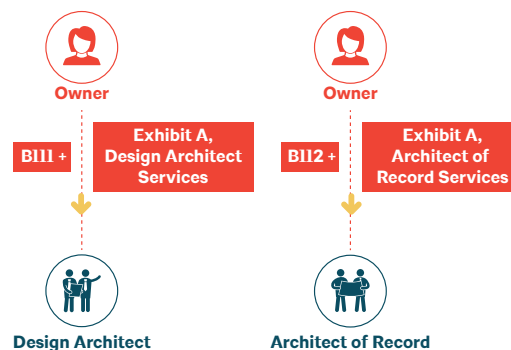


Fig. 1. Diagram showing contractual relationships for consecutive services

## **Modifications to Owner-Architect Agreements**

AIA documents are drafted and coordinated with a view to avoid overlaps and gaps in the rights and duties of the contracting parties. For this reason, modifications must be made carefully to standard form AIA documents. If a provision in one contract is changed, other contractual relationships on the project may have to be modified accordingly. For example, a change in B111-2022, Owner/Design Architect Agreement may require a corresponding change in B112-2022, Owner/Architect of Record Agreement to avoid conflicts and inconsistencies. Section deletions and re-numbering of sections should be avoided because they can conflict with carefully coordinated internal references and cross references to other agreements.

## **A. Practical Considerations**

### **A-1. Why have a separate Design Architect and Architect of Record?**

There are several reasons why two architects might provide services on a project. While not a comprehensive list a few possible scenarios are summarized as follows:

#### **Expertise and Specialization**

An owner may retain two architects on a project due to the expertise brought to the project by one or both architects. For example, in a project involving the design of a biomedical facility, one architect may specialize in the design of laboratory spaces, while the other is a generalist who designs the overall building. The architecture profession has experienced a shift toward specialization and, as this trend continues, owners may find it preferable to assemble design teams based on areas of expertise.

#### **Name Recognition**

An owner may want to hire an architect who brings name recognition and prestige to a project. In such scenarios, it is common for this “star” architect to be the Design Architect and perform the conceptual design for the project, then have an Architect of Record provide the construction documents and construction phase services.

#### **Locality**

Retaining two architects on a project might be desirable due to the location and staffing of one or both architects. During construction, an architect is expected to visit the jobsite on a regular basis to become familiar with the progress and quality of the work and to evaluate contractor’s applications for payment. An owner may want these construction phase services to be performed by an Architect of Record who has a local presence near the jobsite to facilitate efficient and cost-effective visits. A local architect is also likely to be more familiar with the entitlement, zoning, and permitting aspects of the jurisdiction where the project is located. Owners may also want to retain a local architect due to a desire or requirement to procure local services. An owner may want the design capabilities of one architect but need the local presence of a second architect to address these practical needs.

#### **Bandwidth and Efficiency**

Some projects may be too large or labor intensive for one architecture firm to accomplish alone. For this reason, two firms may pair up to provide services for a project that neither would be able to accommodate on their own. Furthermore, government contracts often require a certain portion of the work to be performed by small or disadvantaged businesses, thus providing another reason two firms might work together on a project.

## **Request for Proposals**

Collaborations between architecture firms are sometimes proposed in response to a request for proposal, particularly if the two firms believe their proposal would be better received by the owner due to the proposed collaboration between firms.

## **A-2. How are the contracts structured?**

There are several ways to structure contracts on a project involving two architects. In most cases, the owner will influence or decide how the two architects are retained. The following section discusses three common contractual arrangements – (1) a single prime contract paired with a consulting contract, (2) two prime contracts, and (3) a joint venture formed by the two architects. AIA Contract Documents publishes documents that can be used for each of these scenarios; however, the B111-2022, Owner/Design Architect Agreement and B112-2022, Owner/Architect of Record Agreement are specifically intended to be used in the two prime contracts scenario.

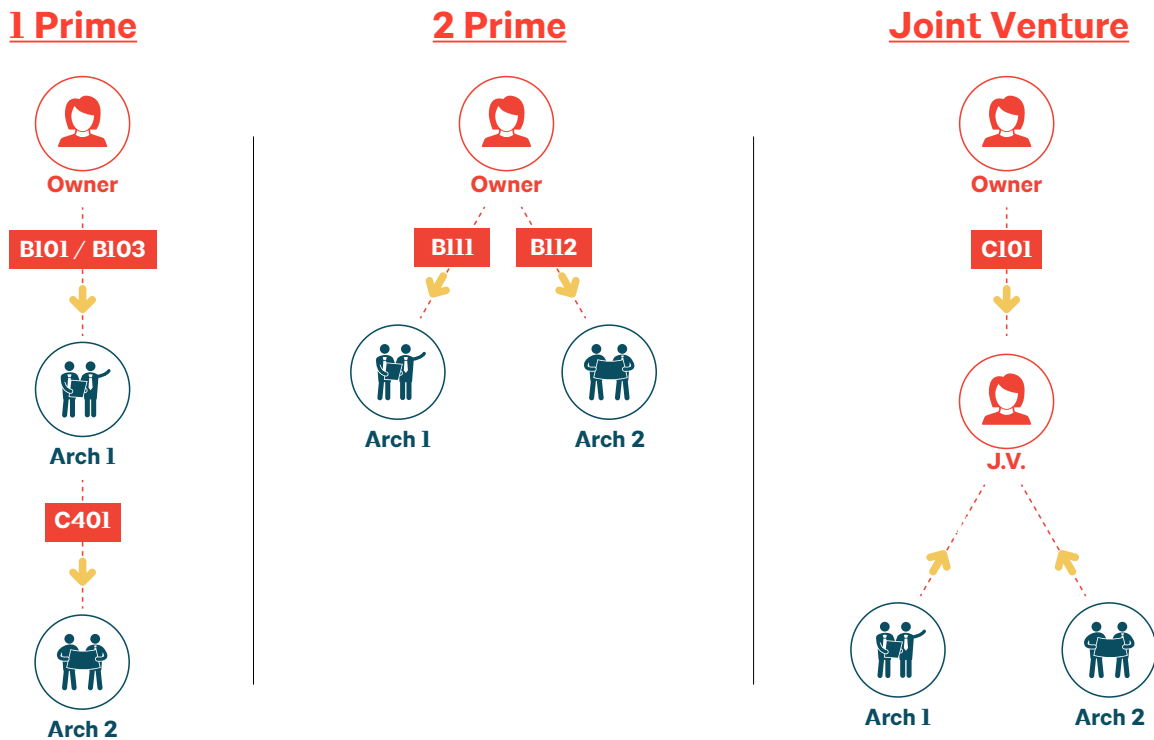


Fig. A-3.1. Diagram showing different contract arrangements for projects involving two architects.

## **Single Prime Contract**

The first, perhaps most common, contract arrangement is for one architect to enter into a prime contract with the owner, with the two architects entering into a consultant agreement. In many instances, the Architect of Record will enter into the prime contract with the owner, then enter into the consultant agreement with the Design Architect. While this arrangement can be reversed, this Guide assumes that the Architect of Record holds the prime contract with the owner. A single prime contract arrangement offers several benefits. From the owner’s perspective, there is a single

source of responsibility for design and therefore less responsibility to coordinate the services of both architects to avoid scope gaps. The owner simply has a single contract with one architect for a full complement of architectural services and any responsibility-sharing between the two architects is negotiated and determined between them in a downstream consultant agreement. From the architects' perspective, collaboration is often streamlined when there is a direct contract between the architects, rather than each owing individual obligations to the owner. Nonetheless, it is critical that the architects allocate and clearly document the division of responsibilities prior to starting work.

AIA Document B103™-2017, Standard Form of Agreement Between Owner and Architect for a Complex Project can be used as the prime contract between the owner and the Architect of Record in a single-prime contracting scenario. C401™-2017, Architect/Consultant Agreement can be used as the subcontract between the Architect of Record and Design Architect. Typically, if this contract arrangement is used the Architect of Record assumes full responsibility for design services in its prime contract with the owner, then allocates a portion of that responsibility to the Design Architect through the C401-2017. The portion of the project that becomes the Design Architect's responsibility is defined in Section 1.2 of the C401-2017.

#### **C401-2017, Standard Form of Agreement Between Architect and Consultant**

§ 1.2 The portion of the Project for which the Consultant shall provide services is hereinafter called This Portion of the Project. Except as set forth herein, the Consultant shall not have any duties or responsibilities for any other portion of the Project. This Portion of the Project consists of the following:

(Fully describe the Portion of the Project for which the Consultant shall provide the services set forth in Article 3 of this Agreement.)

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To define the Design Architect's portion of the project, the parties can insert a custom description of the Design Architect's services in the prompt or attach an exhibit, such as the E205-2022, Architects' Scope and Responsibility Matrix. The scope of work included in E205-2022 is based heavily on the B103-2017 agreement. The architect holding the prime contract should closely review its scope of services against the scope of services passed through to the second architect to make sure there are no gaps or inconsistencies.

#### **Two Prime Contracts**

Another common contract arrangement is for each of the architects to have a prime contract with the owner with no secondary consulting agreement between the architects. A primary benefit of a dual-prime arrangement is that there is a clear delineation of responsibility at the prime contract level, and neither architect has to take on responsibilities of the other and pass them through via a subcontract.

This contract structure is facilitated through the use of the B111-2022, Standard Form of Agreement Between Owner and Design Architect and B112-2022, Standard Form of Agreement Between Owner and Architect of Record. In such a scenario, each architect owes the owner an independent duty to perform the services that it has agreed to undertake. However, each architect takes on the additional responsibility to coordinate its services with the services provided by the other architect (See section B-2 of this guide for further discussion of this reciprocal duty to coordinate services.)

Nevertheless, the owner must carefully review the scope of services included in each owner/architect agreement to ensure both scopes in combination define a complete and comprehensive scope of architectural services with no scope gaps. For this reason, AIA Document E205-2022, Architects' Scope and Responsibility Matrix, when completed, is intended to be attached to both the B111-2022 and B112-2022 agreements. E205-2022 should be used when both the Design Architect and Architect of Record will be performing services concurrently on the project, with the Design Architect taking primary responsibility for the conceptual design, then taking an advisory role to the Architect of Record during the later phases of design and delivery. If E205-2022 is fully completed and an identical version of that exhibit is attached to each prime agreement with the owner, scope gaps can be avoided.

Alternatively, the parties could attach the "Exhibit A" documents (B111-2022, Exhibit A, Design Architect Services and B112-2022, Exhibit A, Architect of Record Services) to their respective agreements to describe the consecutive services to be performed by each party. These scope exhibits are intended to be used when the Design Architect will have sole design responsibility through the Design Development Phase. At the conclusion of this phase, the Design Architect provides the owner with a "Transfer Package" of documents to transfer responsibility for completion of design services to the Architect of Record for the remainder of the project. The Architect of Record's scope of services begins with a review and evaluation of the information presented in the Transfer Package, then proceeds with development of the Construction Documents based on that Transfer Package. The Architect of Record's services then continue through the Construction Phase of the project. If the transfer of responsibilities is to happen at a different milestone, these exhibits can be modified accordingly.

### **Joint Venture Agreement**

A joint venture is a business arrangement in which two or more parties agree to pool their resources for the purpose of accomplishing a specific task. In a joint venture, each of the participants is responsible for profits, losses, and costs associated with its portion of the services; however, the joint venture is its own entity, separate from the participants' other business interests. AIA Document C101-2018, Joint Venture Agreement for Professional Services is intended for use by two or more parties to provide for their mutual rights and obligations in forming a joint venture. It is intended that the joint venture, once established, will enter into an agreement with the owner to provide professional services using AIA Document B101 or B103 or some other form of Owner/Architect agreement. C101-2018 sets forth the provisions establishing the governance rules for the joint venture and the parties' relative ownership interest in the joint venture. A detailed discussion of joint venture agreements is beyond the scope of this guide.

## **A-3. What issues can arise?**

In a two-architect arrangement, a primary objective is for the owner to receive a complete scope of services in an efficient and economical manner. Having two architects on a project means the owner enjoys two talented firms working in concert on an interconnected series of design and construction objectives. Clarity of responsibility is of the utmost importance when two architects perform services on the same project. Without a clear framework, uncertainty may arise over each party's obligations. Below are some of the issues that can arise when two architects provide services on the same project.

### **Clarity of Decision-Making and Responsibility**

Accountability should be clearly defined, and is typically straightforward to accomplish with one architect. With two



architects that objective becomes less direct because a transfer of control and responsibility must occur. When accountability is clear, the potential for misunderstanding and usurpation of the other's obligations can be avoided. In defining roles and responsibilities, the services of each architect should be properly integrated, and consideration should be given to each architect's expertise.

For example, in a consecutive services scenario, a Design Architect may remain on the project in a limited capacity after the transfer to provide peer review and input in regards to the original design intent. Without clearly defined responsibilities and established limitations, the Architect of Record may not be aware of the objectives behind the Design Architect's continued involvement. In this circumstance, questions may arise as to when the Architect of Record is expected to consult the Design Architect about proposed changes. Similarly, the appropriateness of the Design Architect's input following completion of its services may be unclear, leading to potential overreach of the Design Architect's role.

### **Allocation of Scope**

Consideration should be given to the allocation of scope between two architects and their associated design fees. Each architect's scope of work should be clearly defined and detailed as early as possible. This suggests that the architects establish upfront how each of their respective design fees will be affected in connection with their scope. For example, under a single prime contract with a consultant subcontract scenario, the owner may agree to pay only one design fee for a complete scope of services. It will be up to the two architects to allocate the scopes amongst themselves. The two firms should establish at the outset their respective allocation of scope and associated portion of the fee, based upon the services provided.

### **Schedule**

The project schedule should allow for communication and coordination between the Design Architect and Architect of Record. The tradeoff, however, is that coordination time can result in an overall longer design process. Nonetheless, schedules that recognize the need for such coordination should allow for a more precise and defined outcome for the project.

### **Constructive Collaboration**

Complimentary personalities and roles are most desirable in any dual-architect structure. Success is more likely where both architects maintain partnership and collaboration as a key objective throughout the project. Even where collaboration is a top priority differing professional opinions may arise. This, however, can be beneficial for the owner. Where architects work together to build consensus and take advantage of diverse viewpoints and unique insights from each, the project often benefits as a result.

Many of the issues mentioned above can be addressed by employing a communication protocol where expectations are clearly established from the beginning. It is vital that the owner and both architects understand their roles so that expectations can be properly managed. Design firms contemplating work under a two-architect system should take time early on to ensure that the culture of the partnering firm is aligned with their own. Success will be more likely when the parties enter the project with a partnering and collaborative mindset while fully understanding their individual roles, responsibilities, and deliverables.

## A-4. How are design responsibilities allocated?

### Concurrent Architectural Services with a Gradual Transfer of Design Responsibility

This is perhaps the most common method for two architects to allocate design responsibilities on a project. In a concurrent services scenario, both the Design Architect and Architect of Record are retained at the outset of the project with a coordinated set of services to be performed by each architect. In the early phases of design the Design Architect will have primary responsibility, with the Architect of Record consulting and providing input as needed. As the design progresses, the Architect of Record eventually takes on primary responsibility for producing Construction Documents and performing Construction Phase Services, with the Design Architect consulting and providing input on key issues that impact the design intent of the project.

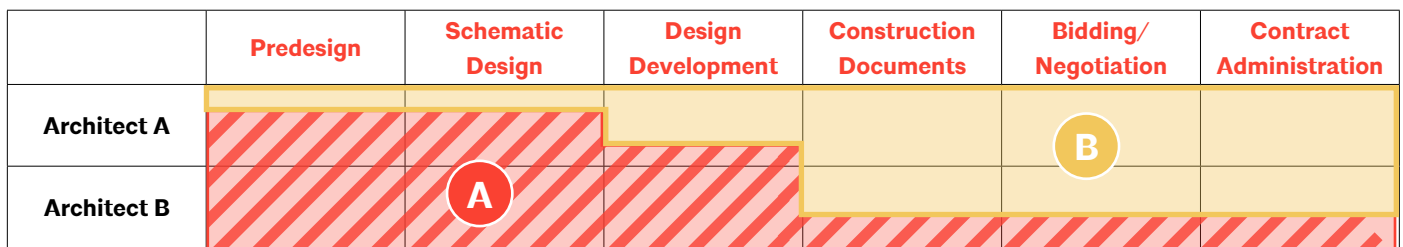


Fig. A-4.1. Diagram showing concurrent architectural services with a gradual transfer of design responsibility from Architect A (the Design Architect) to Architect B (the Architect of Record) throughout the design phases of a project.

Providing architecture services in a blended manner offers several benefits. The two architects can work collaboratively to make design decisions and provide input that comports with their respective expertise. Often, the Design Architect and Architect of Record engage in periodic review and comment sessions where each architect receives buy-in from the other on important decisions. In early phases of design, it can be important for the Architect of Record to weigh in on design elements that might be difficult to implement from a detailing perspective. Similarly, during the later phases of design it can be important for the Design Architect to provide input on cost saving efforts that may impact the design intent of the project. Properly done, this layering of architectural services can provide significant benefits. The owner gets the expertise and perspective of two architects when making important decisions about the project, and it can help alleviate friction when transferring design responsibilities from the Design Architect to the Architect of Record.

AIA Document E205-2022, Architects' Scope and Responsibility Matrix is intended to be used in a scenario where a Design Architect and an Architect of Record are providing concurrent architectural services. E205-2022 is intended to be attached to both the B111-2022, Owner/Design Architect Agreement and the B112-2022, Owner/Architect of Record Agreement.

## **Consecutive Architecture Services with Hard Transfer of Design Responsibility**

This is a less common scenario, yet still occurs with significant regularity. In a “hard transfer” scenario, the Design Architect performs services up to a predetermined level of completion, prepares a package of documents and information to convey the design intent of the project, then transfers design responsibility to the Architect of Record. This hand-off usually happens at completion of the design development phase or sometimes at the completion of the schematic design phase.

	Predesign	Schematic Design	Design Development	Construction Documents	Bidding/ Negotiation	Contract Administration
Architect A		A			B	
Architect B						

*Fig. A-4.2. Diagram showing a hard transfer of design responsibility from Architect A to Architect B after the Design Development Phase.*

This method requires less initial coordination between the Design Architect and Architect of Record but comes with potential risk to the owner as a result. The two architects may have different expectations as to the level of development that should be included in the documents prepared by the Design Architect. Also, the Architect of Record may make decisions in the later phases of design that are at odds with the Design Architect’s design intent for the project, with limited ability for the Design Architect to provide input.

AIA Documents B111-2022, Exhibit A, Design Architect Services and B112-2022, Exhibit A, Architect of Record Services can be attached to their respective agreements to define the architectural services in a “hard transfer” scenario. B111-2022, Exhibit A, requires the Design Architect to design through the Design Development Phase, then provide a Transfer Package to the owner and Architect of Record. The condition that the Design Architect is to provide services through the Design Development Phase may allow the Design Architect to have more control over the design than if it were to stop work at an earlier milestone such as after the Schematic Design Phase. However, if the parties intend for the Design Architect to prepare the Transfer Package at an earlier stage, the exhibits can be modified accordingly. The following describes the Design Architect’s obligation to compile a Transfer Package in the B111-2022 agreement.

### **B111-2022, Exhibit A, Design Architect Services**

#### **§ A.1.3 Transfer Package Services**

Based on the Owner’s approval of the Design Development Documents, the Design Architect shall compile a Transfer Package for the Owner’s use. The Transfer Package shall consist of the Design Development Documents, a detailed estimate of the Cost of the Work prepared by the Owner’s Cost Consultant, 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.

The Design Architect and Architect of Record may have differing expectations for what constitutes an adequate set of Design Development Documents. The AIA Architect’s Handbook of Professional Practice offers some guidance regarding

what kind of information is typically included in a set of Design Development Documents. When possible, the architects should reach a common understanding of what information should be included in the Design Development Documents that are included in the Transfer Package.

Once the Architect of Record has received the Transfer Package, Exhibit A of B112-2022 requires the Architect of Record to review and evaluate the information contained in the package, then prepare the Construction Documents. The Architect of Record's services then continue through the Construction Phase until final completion. Section A.1.2 describes the Architect of Record's responsibility to review the Transfer Package.

### **B112-2022, Exhibit A, Architect of Record Services**

#### **§ 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 purpose of assisting the Owner in the transfer of information.

**§ 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, as agreed upon with the Owner, the Architect of Record shall proceed with the preparation of Construction Documents as set forth in Section 1.3.

In a hard transfer scenario it is important for the Architect of Record to understand the nature of the information it will receive in the Transfer Package. One way to accomplish this is for the two architects to meet to review and discuss the Transfer Package at the outset of the Architect of Record's work. The Design Architect's Services exhibit requires such a meeting in Section A.1.3.1.

### **B112-2022, Exhibit A, Design Architect Services**

**§ A.1.3.1** Following the Owner's receipt of the Transfer Package and upon the Owner's request, the Design Architect shall participate in a meeting to review and discuss the Transfer Package with the Owner and the Owner's consultants and contractors for the purpose of assisting the Owner in the transfer of information.

**Separate Scopes of Services by Both Architects Throughout All Design Phases.** A third method for allocating design services between two architects occurs when both architects perform separate scopes of services on discrete elements throughout all design phases. A common example of this is when one architect designs the core and shell of a building, while a second designs the tenant improvements. Contractually, this can be accomplished by each architect executing

a separate prime agreement with the Owner and carefully defining the “Project” in each agreement to reflect their respective scopes of work. AIA Contract Documents offers many documents that can be used for these agreements, such as the B101-2017, Owner/Architect Agreement or B103-2017, Owner/Architect Agreement for a Complex Project.

	Predesign	Schematic Design	Design Development	Construction Documents	Bidding/Negotiation	Contract Administration
Architect A			B			
Architect B			A			

Fig. A-4.2. Diagram showing a hard transfer of design responsibility from Architect A to Architect B after the Design Development Phase.

### **How to Allocate Design Responsibilities in B111™-2022 and B112™-2022**

AIA Documents B111-2022, Owner/Design Architect Agreement and B112-2022, Owner/Architect of Record Agreement provide choices for structuring the architects’ services. As the instructions indicate, the E205 -2022, Architects’ Scope and Responsibility Matrix should be used as a common exhibit attached to both the Owner/Design Architect and Owner/Architect of Record agreements if the two architects are providing concurrent services for the project. The Design Architect Services and Architect of Record Services exhibits should be used if there will be a hard transfer of design responsibility from the Design Architect to the Architect of Record. Here is how this selection is articulated in the B111-2022 agreement.

#### **B111-2022, Standard form of Agreement between Owner and Design Architect**

**§ 3.1** The Design Architect’s Basic Services consist of those described in this Article 3 and the exhibit selected below. Services not set forth in this Article 3 are Supplemental or Additional Services.

(Check the appropriate box. Select only one.)

- AIA Document E205™-2022, Architects’ Scope and Responsibility Matrix Exhibit  
(The Design Architect and Architect of Record Provide Services Concurrently)
- AIA Document B111™-2022, Exhibit A, Design Architect Services  
(The Design Architect and Architect of Record Provide Services Consecutively)

### **A-5. How are consultants retained and integrated into the project?**

There are multiple approaches for retaining and integrating consultants on a dual-architect project. The following are scenarios in which design consultants may be retained:

#### **Owner-Consultant**

Similar to the B103 Agreement, in both the B111-2022, Owner/Design Architect Agreement and B112-2022, Owner/Architect of Record Agreement, the owner directly contracts with the cost and scheduling consultants as well as the geotechnical engineer and land surveyor. The owner may also choose to contract directly with other consultants, where the AIA Document C103, Owner/Consultant Agreement could be used. When directly hired by the owner these consultants are likely to provide services throughout the project and work with the Design Architect and Architect of Record as needed.

## **Architect of Record–Consultant**

In situations where the Architect of Record has a prime contract with the owner and the Design Architect has a subcontract with the Architect of Record, the design consultants will also typically have subcontracts with the Architect of Record. AIA Document C401 can be used for these agreements with consultants, including the Design Architect. In situations where both the Design Architect and Architect of Record have prime contracts with the owner, the AIA Documents B111-2022, Owner/Design Architect Agreement and B112 -2022, Owner/Architect of Record Agreement provide that all structural, mechanical, and electrical engineers are to be contracted through the Architect of Record for the duration of the project.

## **Hybrid Approach**

In other scenarios, both the Design Architect and the Architect of Record may each contract with design consultants as required for the project. As an example, in some cases the Design Architect may contract with design engineers corresponding to their services and the Architect of Record will contract with the engineers of record. In this approach, a transfer of information would occur from the Design Architect’s engineers to the Architect of Record’s engineers.

Wherever a transfer of information from one consultant to another occurs it is important to properly document the roles, responsibilities, and deliverables of each party. Any transfer of information should come with an agreed upon process for how the transfer occurs. It is also important that each architect clearly understand its relationship with the consulting engineers on the project. Consultant contracts should align to ensure that no gaps or overlap in scope exist, both during and after any transfer of information between consultants. The flow down provisions of AIA Document C401 can help facilitate this.

## **B. Legal and Contractual Considerations**

### **B-1. Does the Design Architect have to be licensed?**

The question of whether a Design Architect is required to be licensed is a matter of state or local law where the project is located. The way the pertinent jurisdiction defines or regulates the practice of architecture is the key to answering this question. For example, some states broadly define the practice of architecture to include all phases of building design, including early design phases that a Design Architect might perform. If there is no exception, the Design Architect would need to be licensed as an architect in that jurisdiction to perform those early design phase services even if the Design Architect does not stamp or seal the drawings and specifications. Other states define the practice of architecture more narrowly in a manner that would not require the Design Architect to hold a local license. Additionally, some states have specific exceptions that allow architects licensed in another state to perform design services on a project so long as an architect licensed in that state oversees the preparation of the construction drawings and specifications and stamps and seals them.

In any event it is important for an architect acting in the role of Design Architect to become familiar with the laws of the jurisdiction in which the Project is located so as to avoid any regulatory pitfalls. The B111-2022 handles this issue by including a representation made by the Design Architect that it is properly licensed in the jurisdiction where the Project is located to provide the services required by the Agreement. It is important to note that this representation does not necessarily mean that the Design Architect must always be licensed – only that it be licensed if the jurisdiction where the Project is located requires licensure.

#### **B111-2022, Standard Form of Agreement Between Owner and Design Architect**

**§ 2.1** The Design Architect shall provide professional services as set forth in this Agreement. The Design Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

### **B-2. How do the architects coordinate their services?**

When two architects provide design services on a single project there is an inherent need for coordination of their services. Neither architect alone has sole responsibility to coordinate the combined architectural services for the project. Rather, each architect owes the owner an equal responsibility to communicate with the other professionals to make sure their services are properly coordinated. The following are the coordination responsibilities of the Design Architect and Architect of Record in B111-2022 and B112-2022.

#### **B111-2022, Standard Form of Agreement Between Owner and Design Architect**

**§ 3.1.3** The Design Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Design Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Design Architect shall provide prompt written notice to the Owner if the Design Architect becomes aware of any error, omission, or inconsistency in such services or information.

### **B112-2022, Standard Form of Agreement Between Owner and Architect of Record**

**§ 3.1.2** The Architect of Record shall coordinate its services with those services provided by the Owner and the Owner’s consultants, including the Design Architect. Unless otherwise stated in this Agreement, the Architect of Record shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner’s consultants, including the Design Architect. The Architect shall provide prompt written notice to the Owner if the Architect of Record becomes aware of any error, omission, or inconsistency in such services or information.

Another important aspect of these coordination provisions is that each architect is “entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the owner and the owner’s consultants”. This language must be considered in the context of the entire agreement from which it is extracted. For example, B112 -2022, Owner/Architect of Record Agreement contains language at Section 3.1.2.1 that modifies the Architect of Record’s right to rely on information provided by the Design Architect in specific ways (See Section B-3).

B111-2022 and B112-2022 also contain a complementary requirement that the owner coordinate the services of the owner’s other consultants with each architect. This is an acknowledgement that the owner is the only party with a direct contractual relationship with both architects and is in the best position to coalesce their scopes of services to ensure the necessary architectural services have been contracted between the architects. The following are the coordination responsibilities of the owner in B111-2022 and B112 -2022. Collectively, the provisions discussed in this section require each party (Design Architect, Architect of Record, and Owner) to assume some level of responsibility for coordinating the design services for the project.

### **B111-2022, Standard Form of Agreement Between Owner and Design Architect**

**§ 5.9** The Owner shall coordinate the services of its own consultants, including the Architect of Record, with those services provided by the Design Architect. Upon the Design Architect’s request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner’s consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Design Architect in this Agreement, or authorize the Design Architect to furnish them as an Additional Service, when the Design Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

### **B112 -2022, Standard Form of Agreement Between Owner and Architect of Record**

**§ 5.10** The Owner shall coordinate the services of its own consultants, including the Design Architect, with those services provided by the Architect of Record. Upon the Architect of Record’s request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner’s consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect of Record in this Agreement, or authorize the Architect of Record to furnish them as an Additional Service, when the Architect of Record requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.



It is also important for the Design Architect and Architect of Record to coordinate how digital data and building information modeling (BIM) will be used on the Project. For example, the two architects should agree on the BIM software to be used and the level of development required from the Design Architect's submissions. The B111-2022 and B112-2022 agreements require the parties to agree to BIM and digital data protocols for the Project.

**B111-2022, Standard Form of Agreement Between Owner and Design Architect**

**§ 1.4** The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

**§ 1.4.1** Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

**B112-2022, Standard Form of Agreement Between Owner and Architect of Record**

**§ 1.4** The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

**§ 1.4.1** Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

### **B-3. Can the Architect of Record rely on information provided by the Design Architect?**

A common question that occurs on projects involving two architects is the extent to which the Architect of Record, whose work builds upon the work of the Design Architect, can rely on information provided by the Design Architect. In other words, can the Architect of Record rely on the Design Architect's work to comply with the owner's program requirements? What about zoning requirements? Can the Architect of Record safely assume that the Design Architect's design does not exceed the allowable floor area ratio or encroach on a setback? Additionally, can the Architect of Record rely on the Design Architect's design submissions to comply with building and fire code requirements – i.e. that means of egress and exits are properly located and sized? Does the Architect of Record have a contractual responsibility upon receiving such design submissions to go back and check the Design Architect's work?

Section 3.1.2.1 of the B112-2022 Owner/Architect of Record Agreement establishes a clear standard for the information the Architect of Record is entitled to rely on from the Design Architect's Instruments of Service.

**B112-2022, Standard Form of Agreement Between Owner and Architect of Record**

**§ 3.1.2.1** The Architect of Record shall only be entitled to rely on the Design Architect's Instruments of Service, as appropriate for the phase of services in which they were created, to provide (1) the scope, quality, and design intent of the Project, (2) the functional, aesthetic, and quality standards for the Project, and (3) the integration of the Owner's program requirements into the Project's design. The Architect of Record shall independently review the program and other information furnished by the Owner, and shall independently

review laws, codes, and regulations applicable to the Architect of Record's services.

Section 3.1.2.1 clarifies that the Architect of Record can rely on certain types of information provided by the Design Architect such as information pertaining to compliance with the owner's program; communication of the design intent of the project; and functional, aesthetic and quality standards for the Project. These are services within the domain of expertise for a professional acting in the role of a Design Architect. However, attention should be paid to the caveat in Section 3.1.2.1 stating that reliance on such information should be "as appropriate for the phase of services in which they were created".

For example, when a Design Architect provides a schematic level design to the Architect of Record, the Architect of Record can expect to rely on that design to adhere to the programmatic requirements normally found in a set of schematic design drawings. However, the Architect of Record should not expect to rely on that design for more detailed requirements, such as door hardware criteria, that would typically be included in documents produced in later design phases.

Lastly, Section 3.1.2.1 requires the Architect of Record to independently review the laws, codes, and regulations applicable to the Architects of Record's services, with no caveat that the Architect of Record can rely on information provided by the Design Architect for those items. Thus, the Architect of Record has an obligation to independently review the Design Architect's design submissions for code-related issues and cannot simply rely on them to be correct.

It is also helpful to remember that the Design Architect and the Architect of Record owe the owner a duty of care when providing their respective services.

#### **B111-2022, Standard Form of Agreement Between Owner and Design Architect**

**§ 2.2** The Design Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Design Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

#### **B112-2022, Standard Form of Agreement Between Owner and Architect of Record**

**§ 2.2** The Architect of Record shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect of Record shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

The language quoted above recognizes that architects, as properly licensed professionals, are to exercise reasonable judgment and skill when performing services on behalf of clients. It does not, however, expect architects to provide perfect or flawless services or to guarantee or warrant the results of their services. The language provided above is consistent with the standard of care included in AIA Owner-Architect agreements.

Thus, the above questions about the extent to which an Architect of Record can rely on information provided by a Design Architect can, in part, be answered by asking what a reasonably prudent Architect of Record (i.e. an Architect of Record acting in accordance with the standard of care set forth in Section 2.2 of B112-2022) would do in a given scenario.

Would a reasonably prudent Architect of Record rely on a Design Architect's Schematic Design Drawings to adhere to the owner's program requirements? The answer is likely yes. On the other hand, would a reasonably prudent Architect

of Record rely on those same Schematic Design Drawings to comply with code-mandated egress requirements? The answer is likely no. At a minimum, the Architect of Record should independently confirm the Design Architect's egress calculations and assumptions.

## **B-4. How do the architects share credit for the design?**

When two architects work on a project, it is likely that both will want to display images of the project and take credit for their contributions in order to promote their firm. The B103-2017 agreement, used in the single-prime agreement scenario, contains the following language to describe the architect's rights to include photographs or renderings of the project in their promotional materials, and to describe the owner's obligations to give the architect credit in the owner's promotional materials.

### **B103-2017, Standard Form of Agreement Between Owner and Architect for a Complex Project**

**§ 10.7** The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

This language in B103-2017 works for a single-architect scenario but does not account for the added complexities of a project involving two architects. The following language is included in the B111-2022, Owner/Design Architect Agreement to account for a structure where the Design Architect and Architect of Record both perform design services on the project. Similar language is found in the B112-2022, Owner/Architect of Record Agreement

### **B111-2022, Standard Form of Agreement Between Owner and Design Architect**

#### **§ 10.7 Promotional Materials and Professional Credit**

**§ 10.7.1** The Design Architect shall have the right to include photographic or artistic representations of the design of the Project, including the final constructed Project, among the Design Architect's promotional and professional materials. The Design Architect shall provide professional credit to the Architect of Record in such materials as appropriate to indicate the Architect of Record's role and contributions on the Project. The Design Architect shall be given reasonable access to the completed Project to make such representations. The Design Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Design Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Design Architect in the Owner's promotional materials for the Project appropriate to indicate the Design Architect's role and contributions on the Project. The Owner shall include in its agreement with the Architect of Record a requirement that the Architect of Record provide professional credit to the Design Architect in promotional

and professional materials as appropriate to indicate the Design Architect's role and contributions on the Project. Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

**§ 10.7.2** In promotional and professional materials, the Design Architect shall be referred to as "Design Architect".

**§ 10.7.3** In promotional and professional materials, the Architect of Record shall be referred to as "Architect of Record".

**§ 10.7.4** Additional requirements for sharing professional credit are as follows:

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Section 10.7 addresses many of the same issues that are present in the B103-2017, Owner/Architect Agreement for a Complex Project. For example, each architect is granted the right to include photographic or artistic representations of the project in their promotional and professional materials, excepting information that is confidential or business proprietary in nature. Each architect, in its respective agreement with the owner, is also granted reasonable access to the completed project to take photographs.

Section 10.7 also includes language to describe how the contributions of each architect are to be acknowledged. The owner, for its part, must provide professional credit to the Design Architect and Architect of Record in the owner's promotional materials for the project to appropriately indicate each architect's role and contributions. In other words, the owner cannot simply state that the Design Architect was the sole architect for the project without acknowledging the Architect of Record's contributions. Additionally, the owner owes the Design Architect an obligation to include in the owner's agreement with the Architect of Record a requirement that the Architect of Record provide professional credit to the Design Architect in promotional and professional materials as appropriate to indicate the Design Architect's role and contributions on the Project. A similar, reciprocal obligation is included in the Owner/Architect of Record Agreement. When feasible, the Design Architect and Architect of Record should discuss and come to an agreement about how they will share design attribution for the project. Section 10.7.4 provides a prompt where the parties can insert agreed-upon attribution language into each agreement that goes beyond the standard language in Section 10.7.1.

## **B-5. What ownership rights does each architect have in the design?**

The B111-2022, Owner/Design Architect Agreement establishes that the Design Architect and its consultants are the owners of their creative work on the project, referred to as their Instruments of Service. This protected creative work encompasses nearly anything the Design Architect produces in furtherance of the project's design, including drawings, specifications, studies, surveys, models, and sketches. The Design Architect then grants the owner a license to use those Instruments of Service on the project. B111-2022 contains the following language describing the owner and Design Architect's rights and obligations regarding the Design Architect's Instruments of Service.

### **B111-2022, Standard Form of Agreement Between Owner and Design Architect**

**§ 7.2** The Design Architect and the Design Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain

all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Design Architect and the Design Architect's consultants.

**§ 7.3** The Design Architect grants to the Owner a nonexclusive license to use the Design Architect's Instruments of Service solely and exclusively for advancing and documenting the design intent of the Project. The license granted in this Section 7.3 shall terminate only if (1) the Design Architect terminates this Agreement in accordance with Sections 9.3 or 9.4 or (2) the Owner terminates this Agreement for convenience as provided in Section 9.5 and does not compensate the Design Architect as required under Section 9.6 and 9.7. The Design Architect shall obtain similar nonexclusive licenses from the Design Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Architect of Record, and the Owner's other consultants, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.4, solely and exclusively for the purpose of advancing and documenting the design intent of the Project.

**§ 7.3.1** The Owner agrees to use the Architect of Record's Instruments of Service that are created as a result of further developing the Design Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering, and adding to the Project.

One important item to note in the above-quoted language is that the license granted by the Design Architect to the owner comes with limitations. For example, the license is purposely limited to "advancing and documenting the design intent of the project". In other words, the Design Architect's Instruments of Service cannot be used for actual construction activities because it is presumed that those Instruments of Service will be incomplete. Given the inherent nature of the Design Architect's services on the project, while the Instruments of Service it produces will be adequate to convey the phase appropriate design intent of the project to the Architect of Record, they are insufficient to perform actual construction. Section 7.3 recognizes that the Design Architect's Instruments of Service must be further advanced and developed by the Architect of Record in order for them to be suitable for construction purposes.

Section 7.3 recognizes the role that the Architect of Record will play in furthering the design by allowing "the Owner to authorize the Architect of Record, and the owner's other consultants, to reproduce applicable portions of the Instruments of Service ... solely and exclusively for the purpose of advancing and documenting the design intent of the Project." Furthermore, Section 7.3.1 recognizes that the Design Architect has an interest in how the owner uses the Architect of Record's Instruments of Services, which depict the Design Architect's design. Section 7.3.1 limits the owner's use of the Architect of Record's Instruments of Service to "constructing, using, maintaining, altering, and adding to the Project". The inclusion of Section 7.3.1 in B111-2022 means that the owner owes both the Design Architect and the Architect of Record independent obligations to not use the Architect of Record's Instruments of Service on subsequent projects.

The B112-2022, Owner/Architect of Record Agreement has similar language to the B111-2022, Owner/Design Architect Agreement. The Architect of Record and its consultants retain ownership of their Instruments of Service and provide a

license to use those Instruments of Service to the owner, subject to many of the same limitations. The license granted by the Architect of Record to the owner; however, is different in that it is explicitly intended for the purposes of constructing, using, maintaining, altering, and adding to the Project.

### **BI12 -2022, Standard Form of Agreement Between Owner and Architect of Record**

**§ 7.2** The Architect of Record and the Architect of Record’s consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect of Record and the Architect of Record’s consultants.

**§ 7.3** The Architect of Record grants to the Owner a nonexclusive license to use the Architect of Record’s Instruments of Service solely and exclusively for constructing, using, maintaining, altering, and adding to the Project. The license granted in this Section 7.3 shall terminate only if (1) the Architect of Record terminates this Agreement in accordance with Sections 9.3 or 9.4 or (2) the Owner terminates this Agreement for convenience as provided in Section 9.5 and does not compensate the Architect of Record as required under Section 9.6 and 9.7. The Architect of Record shall obtain similar nonexclusive licenses from the Architect of Record’s consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner’s consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.4, solely and exclusively for use in performing services or construction for the Project

## **B-6. How are disputes resolved between the architects?**

When each architect’s roles and obligations are not clearly defined and integrated, disputes may stem from issues such as scope gaps, design coordination, or differing expectations for the content of any transfer packages. For contractual disputes, resolution may require the owner’s input. The owner can rely on the contract terms and provide an agreeable solution with transparency.

An example of a contractual dispute includes the discovery of a scope gap resulting in neither architect being obligated to perform a necessary task on the project. In this scenario, the owner can help in deciding how and when the necessary service should be performed, and which architect should perform it. In facilitating this decision, the owner should consider that compensation for the services was likely not included in the original design fee for either architect.

In many cases, the architects may be in the best position to resolve the matter between themselves. In a spirit of collaboration, the two architects should endeavor to resolve disputes amongst themselves without owner involvement. If the architects have differing professional opinions, there may be no clear test as to whether the issue should be escalated to the owner. Some owners may feel comfortable weighing in and resolving design-related issues. However, other owners may expect the architects to arrive at a solution without their involvement. Regardless of the owner’s position, contracts that contemplate a resolution process for design issues can serve to efficiently resolve impasses.

As an example, if the architects' professional opinions diverge on the design and the owner expects the architects to resolve the difference, it may be advisable for the architects to "meet and confer" to discuss and resolve the impasse. Following the meeting, the architects can propose their solution to the owner, who is the final decision-maker. Parties may consider establishing a meet and confer protocol in their contracts when professional opinions about the design differ between the architects. The AIA B503™-2017, Guide for Amendments to AIA Owner-Architect Agreements, suggests model language for parties to meet and confer as a condition precedent to mediation, which also may be used as a guidepost for parties looking to establish this type of protocol. The B111-2022 and B112-2022 agreements contain standard language for dispute resolution, including a mandatory mediation session and an option to select binding arbitration or jury trial for final dispute resolution. However, neither of these agreements contain a meet and confer obligation such as the one described in this paragraph. If such a requirement is desired, the parties should insert it into their contracts as needed.

For all disputes, it is desirable that dispute resolution processes are contractually aligned. In addition to contractual and design dispute resolution practices discussed above, coordination of dispute resolution processes, such as arbitration, mediation, and litigation, should be consistent within each Owner-Architect agreement and among all respective contracts. This can avoid the potential for ambiguity and duplicative efforts when resolving the disputed issues.

## **C. Completing E205-2022, Architects' Scope and Responsibility Matrix**

### **C-1. General**

The E205-2022, Architects' Scope and Responsibility Matrix can be used to assign responsibility for design services in situations where the Design Architect and Architect of Record are providing design services concurrently. E205-2022 can be used as an exhibit when each architect has an independent and direct contract with the owner, such as B111-2022, Standard Form of Agreement Between Owner and Design Architect and B112 -2022, Standard Form of Agreement Between Owner and Architect of Record. It can also be used when one architect has a prime contract with the owner and the second architect has a consultant agreement with the first architect, such as the B103-2017, Standard Form of Agreement Between Owner and Architect for a Complex Project and C401-2017, Standard Form of Agreement between Architect and Consultant. Regardless of which agreement structure is selected, it is important to use the same E205-2022 exhibit attached to each agreement to define the scope of services for each architect to avoid inconsistencies and gaps.

E205-2022 describes major categories of architectural services required for the project. In most cases, the service descriptions are identical to those included in the B103-2017 agreement. E205-2022 is not intended to be a complete list of all deliverables or actions each architect will perform on the project as that level of detail is likely to vary greatly among specific projects and project types. When completing E205-2022, the parties may edit the document to insert the level of detailed requirements for the specific project. E205-2022 should be viewed as a framework of architecture services that, at minimum, helps to ensure the owner will receive a complete scope of architectural services, similar to what would be found in B103-2017 if the owner were hiring a single architect. Yet, in completing the E205-2022, it is likely that the two architects and the owner will need to work together to insert additional requirements and procedures that apply to the bespoke nature of their project.

### **C-2. How to Assign Responsibility to Each Architect**

The first column of E205 contains a standard service description that an architect would typically provide on a project. In most cases, the service descriptions that appear in this column are identical to those included in B103-2017, Standard Form of Agreement Between Owner and Architect for a Complex Project. The middle two columns can be used to assign responsibility for a service to either the Design Architect or Architect of Record. The parties can use the following designations to indicate each architect's level of responsibility for each service: "R" for Responsible Party, "A" for Assist Responsible Party, and "N" for No Responsibility. If a responsibility box is left blank, the corresponding party has no responsibility for that service. However, it is a recommended best practice to designate an "N" when there is no responsibility for a particular service to avoid confusion or misunderstandings.

In the example in Figure C-2.1, the Design Architect is responsible for the services in Section A.1.1, A.1.2, and A.1.3. The Architect of Record has no responsibility to contribute to these services. Notice that the Architect of Record's Responsibility box for Section A.1.3 is left blank, which would also indicate that it has no responsibility for this service.



<b>BASIC SERVICES</b>			
<p>The Design Architect (DA) and Architect of Record (AOR) shall provide the Basic Services assigned to them in the Responsibility columns, which shall be indicated by the following designations:  R = Responsible Party A = Assist Responsible Party N = No Responsibility  <i>(The parties agree that if a box in the Responsibility column is left blank, the respective party has no responsibility for the applicable service.)</i></p>			
<b>DESCRIPTION OF SERVICE</b> <i>(This column includes a standard description of each service that may be required for the Project.)</i>	<b>RESPONSIBILITY</b>		<b>CLARIFICATIONS</b> <i>(If the DA and AOR share responsibility for an activity, or if one architect assists the other, describe that relationship in this column.)</i>
	<i>Design Architect (DA)</i>	<i>Architect of Record (AOR)</i>	
<b>§ A.1 SCHEMATIC DESIGN PHASE SERVICES</b>			
<b>§ A.1.1 Contact Governmental Authorities and Utilities.</b> As appropriate for this phase of services, the Architect shall contact governmental authorities required to approve the Project and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.	<b>R</b>	<b>N</b>	
<b>§ A.1.2 Assist in Filing Documents.</b> As appropriate for this phase of services, the Architect shall assist the Owner in connection with the Owner’s responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.	<b>R</b>	<b>N</b>	
<b>§ A.1.3 Preliminary Evaluation.</b> The Architect shall prepare a preliminary evaluation of the Owner’s program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.	<b>R</b>		

Fig. C-2.1. Diagram showing responsibilities allocated between the Design Architect and Architect of Record.

If one architect has responsibility for a particular item and the other architect has no responsibility, it is unnecessary to complete the “Clarifications” column to the right of the service description.

### C-3. How to use the Clarifications Column

The Clarifications column should be used in instances where the Design Architect and Architect of Record share responsibility for an activity or where one architect assists the other in the activity. If both architects have some degree of responsibility for a particular service, the exact nature of that relationship should be described in the “Clarifications” column. This responsibility sharing or assistance can take many forms.

In the example at Fig. C-2.2 below, the Architect of Record has primary responsibility for reviewing the Contractor’s submittals during the Construction Phase of the Project, and the Design Architect is tasked with assisting the Architect of Record in that activity. From a practical perspective, this assistance could potentially take many forms. Is the Design Architect required to do a parallel review of every submittal received from the Contractor or only a select few? How does the workflow between the two architects operate? Which architect has the final say about what information is conveyed back to the Contractor regarding each submittal? The clarification column is where these questions should be answered in detail.

In the sample below, the Architect of Record is responsible for forwarding certain predetermined submittals to the Design Architect for review. Presumably, the submittals reviewed by the Design Architect would be those that greatly influence the design intent of the project. The Design Architect is expected to review each submittal concurrently with the Architect of Record, then provide the Architect of Record with comments that the Architect of Record will coalesce into the comments that are returned to the Contractor. In this example, the Clarifications column also indicates that the Architect of Record will have final authority to act on submittals if there is a discrepancy in the input from the two architects.

DESCRIPTION OF SERVICE <i>(This column includes a standard description of each service that may be required for the Project.)</i>	RESPONSIBILITY		CLARIFICATIONS <i>(If the DA and AOR share responsibility for an activity, or if one architect assists the other, describe that relationship in this column.)</i>
	Design Architect (DA)	Architect of Record (AOR)	
<p><b>§ A.5.4.2 Review Contractor's Submittals.</b> The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. 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 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.</p>	<b>A</b>	<b>R</b>	<p>Upon receipt from the Contractor, the AOR shall forward the following submittals to the DA for review: &lt;&lt;&gt;&gt;</p> <p>The DA will review each submittal concurrent with the AOR's review and provide the AOR with its approval or comments within &lt;&lt;&gt;&gt; days of receipt. The AOR shall consider the DA's review comments, if any; however, the AOR has final authority to review or take other action on submittals.</p>

Fig. C-2.2. Diagram showing how the clarifications column can be used to describe how the Design Architect will assist the Architect of Record in reviewing Contractor submittals during the Construction Phase.

## C-4. How to use the Supplemental Services Table

Supplemental services are services that are required for the project but are not included in Basic Services. Supplemental services are not required for every project but may be necessary due to the particular needs of a project. The parties should complete the Supplemental Services table prior to executing the Agreement into which it will be incorporated. For each Supplemental Service listed, the parties should indicate the party responsible for providing the service in the appropriate column. AIA Contract Documents publishes standard form "scopes of services" documents for several Supplemental Services listed in this table. These can be used to more fully describe the Architect's responsibilities for the identified Supplemental Service. Neither architect is responsible for any listed Supplemental Service unless specifically so designated in the Responsibility column of the table.

In the example in Figure C-2.3 below, the Design Architect is required to provide services as defined by AIA Contract Document B202™-2020, Standard Form of Architect’s Services: Programming. The Design Architect’s agreement should be completed in a manner that indicates the compensation the Design Architect will receive from performing these programming services. In the example below, the Architect of Record and Owner have no responsibility for performing programming services for the project. Similarly, no party is required to perform “Multiple preliminary designs” services for the project at Section A.6.2.

<b>SUPPLEMENTAL SERVICES</b>				
<p>The services listed below are not included in Basic Services but may be required for the Project. The Design Architect (DA), Architect of Record (AOR), and Owner shall provide the services assigned to them in the Responsibility columns below, which shall be indicated by the following designations:                      R = Responsible Party    A = Assist Responsible Party    N = No Responsibility                      (The parties agree that if a box in the Responsibility column is left blank, the respective party has no responsibility for the applicable service.)</p>				
<b>DESCRIPTION OF SERVICE</b> (Describe in detail the Supplemental Services in each prompt below or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect’s Services documents that can be included as an exhibit to describe the Architect’s Supplemental Services.)	<b>RESPONSIBILITY</b>			<b>CLARIFICATIONS</b> If there is shared responsibility for an activity, or if one party assists another, describe that relationship in this column.
	Design Architect (DA)	Architect of Record (AOR)	Owner	
<b>§ A.6.1 Programming</b> B202-2020, Standard Form of Architect’s Services: Programming	<b>R</b>	<b>N</b>	<b>N</b>	<< >>
<b>§ A.6.2 Multiple preliminary designs</b> << >>	<b>N</b>	<b>N</b>	<b>N</b>	<< >>

Fig. C-2.3. Diagram showing how the clarifications column can be used to describe how the Design Architect will assist the Architect of Record in reviewing Contractor submittals during the Construction Phase.

## Resources

### **AIA Contracts – General Support**

[www.aiacontracts.org/support](http://www.aiacontracts.org/support)

### **AIA Contracts – Document Content Support**

Email – [docinfo@contractdocs.com](mailto:docinfo@contractdocs.com)

Phone – 202.626.7526

### **AIA Contracts – Purchase and Technical Assistance**

Email – [docstechsupport@aia.org](mailto:docstechsupport@aia.org)

Phone – 800.942.7732

### **AIA Handbook of Professional Practice**

[www.aia.org/pages/5491-the-architects-handbook-of-professional-pract](http://www.aia.org/pages/5491-the-architects-handbook-of-professional-pract)

[www.amazon.com/Architects-Handbook-Professional-Practice/dp/1118308824](http://www.amazon.com/Architects-Handbook-Professional-Practice/dp/1118308824)

### **AIA Contract Documents Referenced in this Guide**

B101-2017 – [aiacontracts.org/contract-documents/25141-owner-architect-agreement](http://aiacontracts.org/contract-documents/25141-owner-architect-agreement)

B103-2017 – [aiacontracts.org/contract-documents/25151-owner-architect-agreement](http://aiacontracts.org/contract-documents/25151-owner-architect-agreement)

B503-2017 – [aiacontracts.org/resources/64361-b5032017-guide-for-amendments-to-aia-owner-architect-agreements](http://aiacontracts.org/resources/64361-b5032017-guide-for-amendments-to-aia-owner-architect-agreements)

C101-2018 – [aiacontracts.org/contract-documents/6128703-joint-venture-agreement-for-professional-services](http://aiacontracts.org/contract-documents/6128703-joint-venture-agreement-for-professional-services)

C401-2017 – [aiacontracts.org/contract-documents/25156-architect-consultant-agreement](http://aiacontracts.org/contract-documents/25156-architect-consultant-agreement)