Supplemental Services in Architectural Agreements

Since 2017, many AIA Contract Documents contain a list of Supplemental Services, which are often presented in a table format. So, what does the term Supplemental Services mean and how are these services defined?

Supplemental Services are defined in Section 4.1 of <u>B101- 2017 Owner-Architect Agreement</u>. Many other owner/architect agreements contain similar language. It is important to note that Supplemental Services differ from Additional Services. Supplemental Services are services that the owner and architect are aware of at the time of contracting that go beyond the traditional five phases of architectural design, whereas Additional Services are not known until after the owner/architect agreement has been signed and the project is underway.

Section 4.1 lists Supplemental Services which may or may not be included in the architect's services for the project. These services are not included in the architect's Basic Services, but the parties can choose to include them if needed. The architect only performs Supplemental Services if they are specifically identified as being the architect's responsibility within this table. If the parties do not indicate a service, it is not part of the project.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services		Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1	Programming	
§ 4.1.1.2	Multiple preliminary designs	
§ 4.1.1.3	Measured drawings	
§ 4.1.1.4	Existing facilities surveys	
§ 4.1.1.5	Site evaluation and planning	
§ 4.1.1.6	Building Information Model management responsibilities	
§ 4.1.1.7	Development of Building Information Models for post construction use	
§ 4.1.1.8	Civil engineering	

Supplemental Services		Responsibility	
		(Architect, Owner, or not provided)	
§ 4.1.1.9 Landscape design			
§ 4.1.1.10 Architectural inter	ior design		
§ 4.1.1.11 Value analysis			
§ 4.1.1.12 Detailed cost estim required in Section			
§ 4.1.1.13 On-site project rep	resentation		
§ 4.1.1.14 Conformed docum	ients for construction		
§ 4.1.1.15 As-designed record	d drawings		
§ 4.1.1.16 As-constructed rec	cord drawings		
§ 4.1.1.17 Post-occupancy ev	aluation		
§ 4.1.1.18 Facility support se	rvices		
§ 4.1.1.19 Tenant-related services			
§ 4.1.1.20 Architect's coordin consultants	nation of the Owner's		
§ 4.1.1.21 Telecommunicatio	ns/data design		
§ 4.1.1.22 Security evaluation	n and planning		
§ 4.1.1.23 Commissioning			
§ 4.1.1.24 Sustainable Projec 4.1.3	t Services pursuant to Section		
§ 4.1.1.25 Fast-track design s	ervices		
§ 4.1.1.26 Multiple bid packa	ages		
§ 4.1.1.27 Historic preservati	on		
§ 4.1.1.28 Furniture, furnishi	ngs, and equipment design		
§ 4.1.1.29 Other services pro	vided by specialty Consultants		
§ 4.1.1.30 Other Supplement			

While B101 does not contain a definition for all 30 of these items, the instructions to B101 does have some common definitions that can be inserted into the agreement. Otherwise, the parties must insert their own definition for these services based on the particular needs of the project. The following is a list of some definitions for these Supplemental Services that can be inserted into the B101 agreement. As you can see, this defines 3 terms: conformed documents for construction, as-designed record drawings, and as-constructed record drawings.

Article 4 – Supplemental and Additional Services

§ 4.1.1 The parties should complete the table contained at Section 4.1.1 prior to executing the Agreement. For each Supplemental Service listed, the parties should indicate the party responsible for providing the service in the appropriate column. The AIA publishes standard form scopes of services documents for a number of the Supplemental Services listed in Section 4.1.1, which can be used to describe the Architect's responsibilities for the identified Supplemental Service. The Architect is not responsible for any listed Supplemental Service unless specifically so designated in the Responsibility column of the table.

§ 4.1.1.14 Conformed documents for construction (commonly identified as "Issued For Construction" documents) are the Construction Documents modified to include any addenda issued during the bidding or negotiation process and accepted alternates.

§ 4.1.1.15 As-designed record drawings are the record of everything the Architect designed for the Project, and include the original Construction Documents plus all addenda, Architect's Supplemental Instructions, Change Orders, Construction Change Directives and minor changes in the work

§ 4.1.1.16 As-constructed record drawings (commonly called "As-builts") are the record of the Project as constructed based on information the Contractor provides to the Owner under the contract for construction. Because the As-constructed Record Drawings will be based on the Contractor's mark-ups, the Architect is not responsible for the accuracy or completeness of the As-constructed Record Drawings.

AlA Contract Documents also publishes several scope documents that can be referenced in the Supplemental Services chart in B101. They are in the "B200" series, meaning that they start with "B" followed by a "2." These "architectural scope documents" are documents listing only a scope of architectural services. They are intended to be attached to an owner/architect agreement, so they can be used in conjunction with B101 or another owner/architect agreement. They are not stand-alone agreements by themselves, which is why they must be attached to an agreement. Some of the services listed in the table in B101 Article 4 are included here, such as B202-2020 Programming (see Section 4.1.1.1). The parties may want to use one or more of these scope documents to define the scope or scopes. Please note that none of these are legal definitions, and the terms are intended to have the meaning commonly understood in the industry. To the extent that the parties require further clarification, they should take care to discuss the exact parameters of the architect's services.

Related Documents:

B201–2017, Standard Form of Architect's Services: Design and Construction Contract Administration

• This contract defines the architect's traditional scope of services for design and construction contract administration in a standard form that the owner and architect can modify to suit the needs of the project.

B202–2020, Standard Form of Architect's Services: Programming

• This contract establishes duties and responsibilities where the architect provides the owner with programming services.

B203–2017, Standard Form of Architect's Services: Site Evaluation and Project Feasibility

• An owner can use the services provided by the architect in B203 to decide whether a site, or sites, are suitable for a project, or to determine the development potential of a site.

<u>B204–2007</u>, Standard Form of Architect's Services: Value Analysis, for use where the Owner employs a Value Analysis Consultant

• This contract is attached to an owner/architect agreement that provides the conventional scope of architect services when the owner employs a value analysis consultant.

B205–2017, Standard Form of Architect's Services: Historic Preservation

• B205 establishes duties and responsibilities where the architect provides services for projects that are historically sensitive.

B207–2017, Standard Form of Architect's Services: On-Site Project Representation

• B207 establishes the architect's scope of services when the architect provides an on-site project representative during a project's construction phase.

B210–2017, Standard Form of Architect's Services: Facility Support

• An owner can use B210 to hire an architect to assess the condition, performance and operation of an existing facility or group of facilities.

B212–2010, Standard Form of Architect's Services: Regional or Urban Planning

• This contract is used to establish duties and responsibilities where the architect provides the owner with regional or urban planning services.

B214–2012, Standard Form of Architect' Services: LEED® Certification

• This contract is used to establish duties and responsibilities when the owner seeks certification from the US Green Building Council's Leadership in Energy and Environmental Design (LEED) program.

B221–2018, Service Order for use with Master Agreement Between Owner and Architect

• This service order is used to provide the architect's scope of services, and other terms related to the specific service order and only used when the B121 Master Agreement has been established.

<u>B252–2019</u>, Standard Form of Architect's Services: Interior Design and Furniture, Furnishings, and Equipment (FF&E) Design Services

• This contract is used with any sized interior design project to establish duties and responsibilities when the architect provides architectural interior design services and design services for furniture, furnishings, and equipment.

<u>B253–2019</u>, Standard Form of Architect's Services: Furniture, Furnishings, and Equipment (FF&E) Design Services

• This contract is used with any sized interior design project to establish duties and responsibilities when the architect provides design services for furniture, furnishings, and equipment.

B254-2019, Standard Form of Architect's Services: Purchasing Agent Services for Furniture, Furnishings, and Equipment (FF&E)

• This contract is used in situations where an Architect is expected to assist an Owner in purchasing furniture, furnishings, and equipment (FF&E) and managing FF&E contracts.