

# Document B102™ – 2017

*Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services*



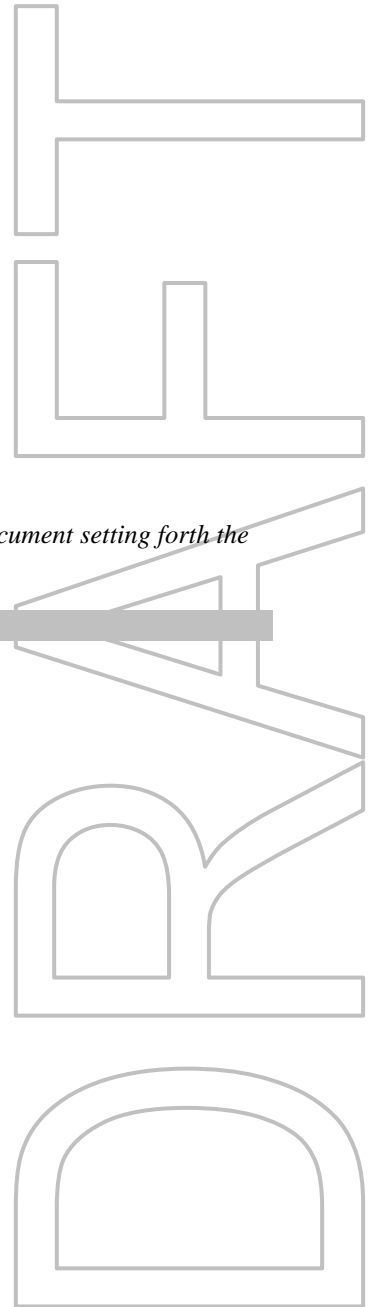
TABLE OF ARTICLES

- 1 ARCHITECT'S RESPONSIBILITIES
- 2 OWNER'S RESPONSIBILITIES
- 3 COPYRIGHTS AND LICENSES
- 4 CLAIMS AND DISPUTES
- 5 TERMINATION OR SUSPENSION
- 6 COMPENSATION
- 7 MISCELLANEOUS PROVISIONS
- 8 SPECIAL TERMS AND CONDITIONS
- 9 SCOPE OF THE AGREEMENT

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

§ 1.1 The Architect shall provide the following professional services:

*(Describe the scope of the Architect's services or identify an exhibit or scope of services document setting forth the Architect's services and incorporated into this document in Section 9.2.)*





- (a) any infringement of any copyright, patent or other property right resulting from the use or adoption of any designs, plans, drawings or specifications furnished by the Architect;
- (b) any negligent or wrongful act of the Architect, its agents, servants, employees, officers or contractors;  
or
- (c) any claim made by employees of the Architect.

ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the









the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration. Intentionally Omitted.

§ 4.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation,





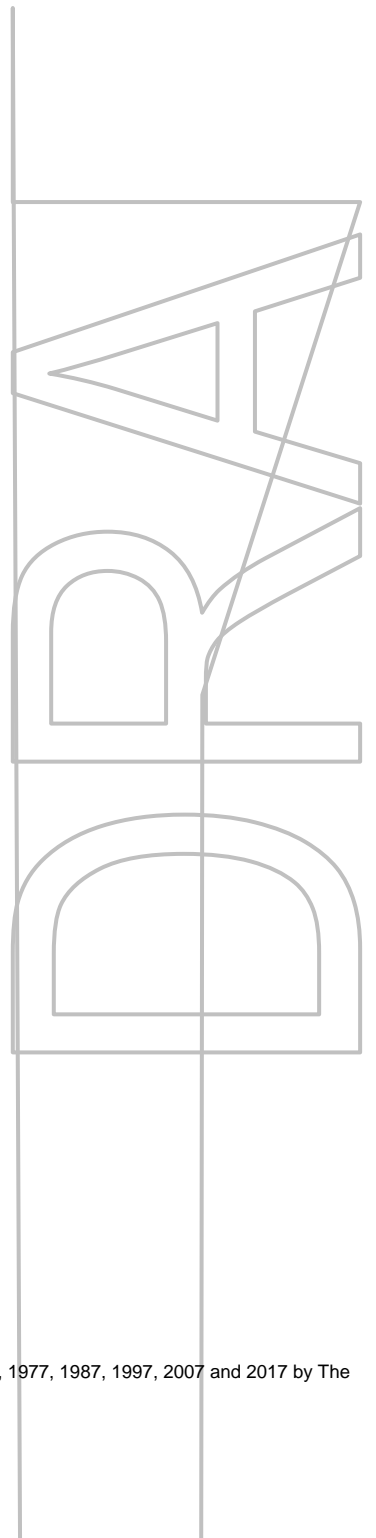
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- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .7 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- .8 Other similar Project-related expenditures as mutually agreed upon in advance in writing.

| <b>CWRU Reimbursable Guidelines</b>         |  |
|---|--|
| <b>Category</b>                             | <b>Sample Charges</b>  |
| <u>Communications – Postage/Delivery</u>    | <u>USPS, FedEx, Courier Services</u>   |
| <u>Communications – Telephone</u>           | <u>long-distance charges</u>   |
| <u>Consultant Fees</u>                      | <u>Consultants’ fees and reimbursables (travel expenses, copies, etc.) other than those listed in the AIA Document B102-2007, Standard Form of Architects Services</u> |
| <u>In-house Reproduction &amp; Printing</u> | <u>xerox copies, in-house drawing copies</u>   |
| <u>Travel &amp; Lodging</u>                 | <u>airfare, hotel, taxis, rental cars, parking, mileage (Travel Agent fees excluded)</u>   |
| <u>Vendor Reproduction &amp; Printing</u>   | <u>ARC / eBlueprints, copy services</u>  |

**PLEASE NOTE**

- .1 Reimbursable expenses shall be reasonable and standard rates for expenses. Travel Agent fees excluded. The Owner will not pay for premium travel, lodging or meals. For example lowest available or coach fare not first class, cab fare not limousine, lodging base room rate not to exceed \$150/night.
- .2 Reimbursable mileage shall be expensed in accordance with the current IRS Standard Business Mileage



§ 7.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal





