GENERAL INFORMATION

**Purpose.** AIA Document B152™–2007 is a standard form of agreement between Owner and Architect for design services related to furniture, furnishings and equipment (FF&E) as well as to architectural interior design. B152–2007 divides the Architect’s services into eight phases: Programming, Pre-lease Analysis and Feasibility, Schematic Design, Design Development, Contract Documents, Bidding and Quotation, Construction Phase Services and FF&E Contract Administration. B152–2007 is based on AIA Document B171™ID–2003 and is revised to follow the format and terminology used in the other 2007 editions of standard form owner-architect agreements.


Where the Owner requires design services related only to the purchase of FF&E and not including architectural interior design services, AIA Document B153™–2007, Standard Form of Agreement Between Owner and Architect for Furniture, Furnishings and Equipment Design, or AIA Document B253™–2007, Standard Form of Architect’s Services: Furniture, Furnishings and Equipment Design, may be used. However, B253–2007 is not a stand-alone document, and must be incorporated into an owner-architect agreement.

The following documents in the AIA Interiors family of documents are specifically related to the purchase of FF&E:

- A151™–2007, Agreement Between Owner and Vendor for Furniture, Furnishings and Equipment
- A751™–2007, Invitation and Instructions for Quotation for Furniture, Furnishings and Equipment

**Uniform Commercial Code.** B152–2007 and the other documents in the AIA Interiors family of documents depart from prior editions of AIA Interiors documents through their coordination with provisions of the Uniform Commercial Code (UCC). The UCC is the legal framework for commercial transactions, including those involving the sale of goods, and it supplies by statute certain terms that may be omitted from a contract. Generally, the UCC may be obtained from public libraries, law bookstores and any state’s department of commerce, or online at the Web site of each respective state.

Because the purchase of FF&E is governed by the UCC, B152–2007 has been developed to coordinate with its provisions. AIA Document A251–2007, General Conditions of the Contract for Furniture, Furnishings and Equipment, recognizes terms used in the UCC such as “acceptance” and “rejection,” which have become commercial standards, and supplements the UCC by adopting industry-familiar practices. Parties to contracts for the design and purchase of FF&E should become familiar with the applicable provisions of the UCC.

**Why Use AIA Contract Documents.** AIA Contract Documents are the product of a consensus-building process aimed at balancing the interests of all parties on the construction project. The documents reflect actual industry practices, not theory. They are state-of-the-art legal documents, regularly revised to keep up with changes in law and the industry—yet they are written, as far as possible, in everyday language. Finally, AIA Contract Documents are flexible: they are intended to be modified to fit individual projects, but in such a way that modifications are easily distinguished from the original, printed language.

**Use of Non-AIA Forms.** If a combination of AIA documents and non-AIA documents is to be used, particular care must be taken to achieve consistency of language and intent among documents. Certain owners require the use of owner-architect agreements and other contract forms which they prepare. Such forms should be carefully compared to the standard AIA forms for which they are being substituted before execution of an agreement. If there are any significant omissions, additions or variances from the terms of the related standard AIA forms, both legal and insurance counsel should be consulted. Of particular concern is the need for consistency between the Owner-Architect Agreement and related documents and the anticipated General Conditions of the Contract for Construction in the delineation of the Architect’s construction contract administration services and responsibilities.
Letter Forms of Agreement. Letter forms of agreement are generally discouraged by the AIA, as is the performance of a part or the whole of the Work on the basis of oral agreements or understandings. The standard AIA agreement forms have been developed through more than 100 years of experience and have been tested repeatedly in the courts. In addition, the standard forms have been carefully coordinated with other AIA documents.

Standard Forms. Most AIA documents published since 1906 have contained in their titles the words “Standard Form.” The term “standard” is not meant to imply that a uniform set of contractual requirements is mandatory for AIA members or others in the construction industry. Rather, the AIA standard documents are intended to be used as fair and balanced baselines from which the parties can negotiate their bargains. As such, the documents have won general acceptance within the construction industry and have been uniformly interpreted by the courts. Within an industry spanning 50 states—each free to adopt different, and perhaps contradictory, laws affecting that industry—AIA documents form the basis for a generally consistent body of construction law.

Use of Current Documents. Prior to using any AIA Contract Document, users should consult www.aia.org or a local AIA component to verify the most recent edition.

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CHANGES FROM THE PREVIOUS EDITION

This standard form of architect’s services document was revised in 2007 so that it would follow the format and terminology used in the 2007 editions of the following standard form owner-architect agreements: AIA Documents B101™–2007, B103™–2007 and B104™–2007.

A new Article 1, Initial Information, is added. The Architect’s responsibilities in Article 2 and the Architect’s services in Articles 3 and 4 are changed from the previous edition to conform to the Architect’s responsibilities and services in B101–2007, B103–2007 and B104–2007.

There are many other changes to foster clarity in the Owner-Architect agreement as well. Described below are highlights of major changes in B152–2007, Standard Form of Agreement Between Owner and Architect for Architectural Interior Design Services.

Standard of Care. B152–2007 contains a new provision at Section 2.2 stating the applicable standard of care under which the Architect shall perform its services.

Architect’s Insurance Requirements. Section 2.5 contains a new provision wherein the parties may set forth the types and limits of insurance the Architect is required to carry for the Project. Specifically, B152–2007 lists General Liability, Automobile Liability, Worker’s Compensation and Professional Liability.

Copyright and Licensing of the Instruments of Services. In B152–2007, as in B171™ID–2003, the Architect and the Architect’s consultants are deemed the authors and owners of their respective Instruments of Service, and they retain all common law and statutory rights, including copyright. In B152–2007, however, the license granted to the Owner to use the Instruments of Services has been substantially revised. Under B152–2007, the Owner receives a license to use the Instruments of Service solely and exclusively for constructing, using, maintaining, altering and adding to the Project. This license will only terminate if the Architect rightfully terminates the Agreement for cause due to the Owner’s default. In the absence of such a termination by the Architect, the Owner retains the license to use the Instruments of Service after completion of the Project or the Owner’s termination of the Agreement. If the Owner subsequently uses...
the Instruments of Services without retaining the author of the Instruments of Service, the Owner agrees to release and indemnify the Architect for such uses. If the Owner rightfully terminates the Agreement for cause, however, the Owner is not required to release and indemnify the Architect for its further use of the Instruments of Service. If the Owner terminates the Agreement for its convenience, or the Architect terminates the Agreement due to the Owner’s suspension of the Project, B152 provides at Section 11.9 for the Owner to pay a licensing fee to the Architect for the Owner’s continued use of the Architect’s Instruments of Service.

**Binding Dispute Resolution.** In the AIA A201–2007 family of documents, mediation is a condition precedent to any form of binding dispute resolution, but binding arbitration is not mandatory for disputes that fail to settle in mediation. Instead, the parties are required to select at Section 8.2.4 from three choices of binding dispute resolution: (1) arbitration, (2) litigation or (3) another method that they must identify.

**USING B152–2007**

**Modifications.** Particularly with respect to professional or contractor licensing laws, building codes, taxes, monetary and interest charges, arbitration, indemnification, format and font size, AIA Contract Documents may require modification to comply with state or local laws. Users are encouraged to consult an attorney before completing or modifying a document.

In a purchased paper AIA Contract Document, necessary modifications may be accomplished by writing or typing the appropriate terms in the blank spaces provided on the document, or by attaching Supplementary Conditions, special conditions or referenced amendments.

Modifications directly to purchased paper AIA Contract Documents may also be achieved by striking out language. However, care must be taken in making these kinds of deletions. Under NO circumstances should standard language be struck out to render it illegible. For example, users should not apply blocking tape, correction fluid or Xs that would completely obscure text. Such practices may raise suspicion of fraudulent concealment, or suggest that the completed and signed document has been tampered with. Both parties should initial handwritten changes.

Using AIA software, modifications to insert information and revise the standard AIA text may be made as the software permits.

By reviewing properly made modifications to a standard AIA Contract Document, parties familiar with that document can quickly understand the essence of the proposed relationship. Commercial exchanges are greatly simplified and expedited, good faith dealing is encouraged, and otherwise latent clauses are exposed for scrutiny.

AIA Contract Documents may not be retyped or electronically scanned. Retyping can introduce typographic errors and cloud legal interpretation given to a standard clause. Furthermore, retyping and electronic scanning are not permitted under the user’s limited license for use of the document, constitute the creation of a derivative work and violate the AIA’s copyright.

**Cover Page**

**Date.** The date represents the date the Agreement becomes effective. It may be the date that an oral agreement was reached, the date the Agreement was originally submitted to the other party, the date authorizing action was taken or the date of actual execution. Professional services should not be performed prior to the effective date of the Agreement.

**Parties.** Parties to this Agreement should be identified using the full legal name under which the Agreement is to be executed, including a designation of the legal status of both parties (sole proprietorship, partnership, joint venture, unincorporated association, limited partnership or corporation [general, limited liability, close or professional], etc.). Where appropriate, a copy of the resolution authorizing the individual to act on behalf of the firm or entity should be attached.

**Project.** The proposed Project should be described in sufficient detail to identify (1) the official name or title of the facility, (2) the location of the site, if known, (3) the proposed building usage, and (4) the size, capacity or scope of the Project, if known.

**Article 1 Initial Information**
The parties should take care to be as explicit and detailed as possible with respect to the relevant Initial Information.
Article 4 Additional Services
§ 4.1 This table lists certain Additional Services that are not described in this scope of services document, but that may be needed for the Project. The Architect and Owner should discuss the list and complete the table by indicating whether the services will be provided and, if so, by whom. The Architect shall not perform any listed service unless specifically designated in the Responsibility column of the table.

§ 4.2 Descriptions of Additional Services
Provide detailed scope of services descriptions of any Additional Services designated in Section 4.1, unless you have chosen to provide such descriptions in an exhibit attached to the document.

§ 4.3.3 Insert an agreed-upon number in each of the spaces provided.

Article 8 Claims and Disputes.
§ 8.2.4 Select from three choices of binding dispute resolution: (1) arbitration, (2) litigation or (3) another method that the parties must identify. Other types of dispute resolution include a dispute resolution board or a mini-trial. For additional information about other methods of dispute resolution, refer to The Construction Industry’s Guide to Dispute Avoidance and Resolution free online at www.adr.org.

Article 11 Compensation
There are at least ten methods of computing compensation for architectural services. Four of these methods are time-based, reflecting in different ways the time spent by the Architect on the Project:

Multiple of Direct Salary Expense, in which direct salaries of designated personnel are multiplied by a factor representing benefits, overhead and profit.

Multiple of Direct Personnel Expense, in which the salaries plus benefits of designated personnel are multiplied by a factor representing overhead and profit.

Professional Fee Plus Expenses, in which the salaries, benefits and overhead of designated personnel are the expense and the fee may be a multiplier, percentage or lump sum representing profit.

Hourly Billing Rates, in which salaries, benefits, overhead and profit are included in the rate for designated personnel.

Other methods, while they may be indirectly related to time expended on the Project, do not use time as a factor in the calculation:

Stipulated Sum, in which compensation is listed as a dollar amount.

Percentage of Cost of the Work, in which compensation is calculated by applying an assumed percentage to the estimated or actual Cost of the Work, whichever is most certain at the time the calculation is made.

Multiple of Consultants’ Billing, in which Consultants’ bills are multiplied by a factor representing the Architect’s administrative costs, overhead and profit.

Square Footage, in which the square footage of the structure is multiplied by a pricing factor.

Unit Cost, in which the number of certain units such as rooms, acres, etc., is multiplied by a pricing factor.

Royalty, in which compensation is a share in the Owner’s income or profit derived from the built facility.

The AIA makes no recommendation as to the appropriateness of any of these methods of compensation on a particular project, nor does the AIA suggest that the foregoing list includes all methods that are possible, practical or in actual use. The use of any of the compensation methods described above, singly or in combination with other methods, is a business decision for the Architect and the Owner. Further, the AIA makes no recommendations and has no guidelines or schedules that specify the amount of compensation an architect should be paid.

§ 11.1 Insert the basis of compensation for the Architect’s services. Sample language is provided below for several of the most widely used methods of compensation.
If a **Multiple of Direct Salary Expense** is used, include multipliers using words and numerals in the following insert:

Compensation for services rendered by principals and employees shall be based on a multiple of ________ (__) times Direct Salary Expense, which shall be defined as the direct salaries of the Architect’s personnel engaged on the Project excluding any costs of mandatory or customary contributions and benefits. Compensation for services rendered by Consultants shall be based on a multiple of ________ (__) times the amounts billed by Consultants.

If a **Multiple of Direct Personnel Expense** is used, include multipliers using words and numerals in the following insert:

Compensation for services rendered by principals and employees shall be based on a multiple of ________ (__) times Direct Personnel Expense. Compensation for services rendered by Consultants shall be based on a multiple of ________ (__) times the amounts billed by Consultants.

If a **Professional Fee Plus Expenses** is to be used, include the dollar figure and the appropriate multipliers (using words and numerals) in the following insert:

Compensation shall be a Fixed Fee of ________ ($__) plus a multiple of ________ (__) times Direct Personnel Expense. Compensation for services rendered by Consultants shall be based on a multiple of ________ (__) times the amounts billed by Consultants.

Alternatively, the fee (representing profit) may be calculated as a multiplier or percentage.

If **Hourly Billing Rates** are used, include the cumulative amount for salary, benefits, overhead and profit to fix each rate using words and numerals in the following insert:

Compensation for services rendered by Principals and employees shall be based upon the hourly billing rates set forth below:

1. Principals’ time at the fixed rate of ________ ($__) per hour. For the purposes of this Agreement, the Principals are: (List Principals, such as owners, partners, corporate officers and participating associates.)

2. Supervisory time at the fixed rate of ________ ($__) per hour. For the purposes of this Agreement, supervisory personnel include: (List managerial personnel by name or job title, such as general manager, department head or project manager.)

3. Technical Level I time at the fixed rate of ________ ($__) per hour. For the purposes of this Agreement, Technical Level I personnel include: (List those personnel by name or job title who are highly skilled specialists, such as job captains, senior designers, senior drafters, senior planners, senior specifiers or senior construction administrators.)

4. Technical Level II time at the fixed rate of ________ ($__) per hour. For the purposes of this Agreement, Technical Level II personnel include: (List those personnel by name or job title who hold intermediate-level positions relative to Technical Level I, such as professionals awaiting licensure and managers of clerical staff.)

5. Technical Level III and clerical personnel time at the fixed rate of ________ ($__) per hour. For the purposes of this Agreement, Technical Level III and clerical personnel include: (List those personnel by name or job title who occupy junior-level positions, such as word processor or office assistant.)

6. Compensation for services rendered by Consultants shall be based on a multiple of ________ (__) times the amounts billed by Consultants.

If a **Percentage of Cost of the Work** is to be used, insert the following:

Compensation shall be ________ percent (___%) of the Cost of the Work, as defined in Section 6.1.

If a **Stipulated Sum** is to be used, insert the sum in words and numerals in the following sample language:

Compensation shall be a stipulated sum of ________ ($__).
No sample language is provided for compensation based on square footage, unit cost or royalty. Parties choosing one or more of these methods should craft their own language based on the particulars of the Project.

§ 11.2 See methods of compensation shown above for Section 11.1.

§ 11.3 See methods of compensation shown above for Section 11.1.

§ 11.4 See methods of compensation shown above for Section 11.1, if other than a percentage of the invoiced amount.

Article 12 Special Terms and Conditions

Insert any modifications to the standard text of the document, if the modifications are not otherwise inserted elsewhere in the document. For more information about modifying the document, refer to the Modifications section of these Instructions.

EXECUTING THE AGREEMENT

The persons executing AIA Document B152–2007 should indicate the capacity in which they are acting (i.e., president, secretary, partner, etc.) and the authority under which they are executing the Agreement. Where appropriate, a copy of the resolution authorizing the individual to act on behalf of the firm or entity should be attached.