AIA® Document B202™ – 2020

Standard Form of Architect's Services: *Programming*

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

THE OWNER:
(Name, legal status, and address)

THE ARCHITECT:
(Name, legal status, and address)

THE AGREEMENT
This Standard Form of Architect's Services is part of the accompanying Owner-Architect Agreement (hereinafter, together referred to as the Agreement) dated the _____ day of _____ in the year _____
(In words, indicate day, month and year.)

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ARTICLE 1   INITIAL INFORMATION
§ 1.1 The Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The scope of Programming Services provided by the Architect is described in Article 2 and as follows:
(Describe the scope of Programming Services for the Project, as well as any future development, growth, and expansion projections.)

§ 1.1.2 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

§ 1.1.3 The Architect shall retain the following consultants:
(List name, discipline, address, and other information.)

§ 1.1.4 The Owner's contractors and consultants that affect the Architect's Programming Services:
(List name, discipline, address, and other information.)

§ 1.1.5 The Owner's budget for the Project:
(List the Owner's budget for the Project.)

§ 1.1.6 The Owner's schedule for the Project:
(State the Owner's schedule for the Project.)

§ 1.1.7 Other Initial Information on which the Architect's Programming Services are based:
(List below other information that will affect the Architect's performance of its Programming Services, such as authorized representatives and Owner confidentiality requirements.)

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change, and in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation.

ARTICLE 2   PROGRAMMING SERVICES
§ 2.1 Administration of Programming Services
§ 2.1.1 Programming Services consist of those services described in this Article 2 and include identifying, discussing, and prioritizing values, goals, and objectives to establish performance and design criteria for the Project. Services not set forth in this Article 2 are Supplemental or Additional Services.

§ 2.1.2 Based on the scale of the Project, the type of facilities, and the level of specialized functions that will be required, the Architect and Owner shall identify programming participants to be involved with the programming process, including participants from the Architect, the Architect's consultants, the Owner, the Owner's consultants, and users of the Project, as well as other stakeholders.

§ 2.1.3 The Architect shall manage and administer the Programming Services. The Architect shall consult with the Owner, facilitate and attend Project meetings, and communicate with the programming participants.

§ 2.1.4 The Architect shall coordinate the services provided by the Architect and the Architect's consultants with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, 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 Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 2.1.5 The Architect shall prepare, and periodically update, a schedule for Programming Services that identifies milestone dates for decisions required of the Owner, Programming Services furnished by the Architect, and completion of documentation to be provided by the Architect. The Architect shall coordinate the programming schedule with the Owner's Project schedule.

§ 2.1.6 The Architect shall submit program documents to the Owner for evaluation and approval at intervals appropriate to the process. The Architect shall be entitled to rely on approvals received from the Owner to complete the Programming Services.

§ 2.2 Identification of Project Values, Goals, and Objectives
§ 2.2.1 Subject to the limits set forth in Section 3.2.3, the Architect shall facilitate a visioning session with the programming participants to identify, discuss, and prioritize values and goals for the Project, such as institutional purposes and growth, culture, technology, aesthetics, symbols, economics, environment, social, safety, sustainability, aspirations, and other relevant criteria.

§ 2.2.2 Following the visioning session, the Architect shall prepare and provide to the Owner a written evaluation of the prioritized values and goals for the Owner's review, confirmation, and approval.

§ 2.2.3 Following approval of the prioritized values and goals, the Architect, in conjunction with the Owner, shall identify and confirm the Owner's objectives for the Project.

§ 2.3 Information Gathering
§ 2.3.1 The Architect shall compile and review Project-related information, including the following:
- .1 Available data on existing facilities, land surveys, record documents, and other Owner documents, including existing program material and design and facility standards;
- .2 Relevant documents from authorities having jurisdiction over the Project, such as applicable codes, regulations, and ordinances;
- .3 Applicable non-governmental building and planning standards; and
- .4 Relevant historical documents and archival materials.

§ 2.3.2 The Architect shall identify the constraints and opportunities that may impact the Project, such as location, access, visibility, and site and building services.

§ 2.3.3 Subject to the limits set forth in Section 3.2.3, the Architect shall conduct interviews. In preparation for the interviews, the Architect shall:
- .1 assist the Owner in identifying individuals to be interviewed;
- .2 establish a work plan and schedule for the interviews;
- .3 determine the types of data that could impact the design of the Project; and
- .4 determine how interviews will relate to other information-gathering techniques, such as observations and surveys.

§ 2.3.4 If applicable, the Architect shall conduct a walkthrough of the Owner's existing facilities with the appropriate personnel, such as the Owner, property manager, or facility manager, and
- .1 prepare, if appropriate, a space inventory;
- .2 identify traffic and circulation patterns, use levels, and general adequacy of spaces to accommodate the users; and
- .3 prepare a written description, a graphic illustration, or both, that includes relevant criteria, such as space utilization data; area allowances; adjacencies; communication, technology, and security systems; and operating procedures.

§ 2.3.5 The Architect shall identify, in consultation with the Owner, similar facilities and operations for the programming participants to visit and observe for evaluation and comparison to the Project. Subject to the limits set forth in Section 3.2.3, the Architect shall visit the identified facilities and operations.

§ 2.3.6 The Architect shall facilitate meetings, as applicable, with programming participants to (1) review data obtained from information gathering activities; (2) consider and discuss design and planning issues, such as future growth and expansion projections; and (3) endeavor to achieve consensus as to how the values, goals, objectives, and information should influence the design of the Project.

§ 2.4 Data Analysis
§ 2.4.1 Based on the identified values, goals, objectives, and information gathered, the Architect shall develop performance and design criteria for the Project.

§ 2.4.2 The Architect shall make a preliminary determination of space requirements, space relationships, and circulation, and consider special requirements, such as aesthetics; ergonomics; flexibility; furniture, furnishings, and equipment (FF&E); lighting; sustainability; acoustics; surrounding environment; safety; security; and site information, as appropriate.

§ 2.4.3 The Architect shall identify unresolved programming issues, discuss them with the Owner, and recommend solutions for the Owner's approval prior to preparing the Architect's initial program document.

§ 2.5 Initial Program Document and Presentation
§ 2.5.1 The Architect shall compile the results of its findings and analyses concerning (1) the values, goals, and objectives for the Project; (2) information gathering; and (3) data analysis in an initial program document for the Owner.

§ 2.5.2 Subject to the limits set forth in Section 3.2.3, the Architect shall present its initial program document to the programming participants, in a format approved by the Owner, and request the Owner's approval. Subject to the limits set forth in Section 3.2.3, the Architect shall make special presentations to individuals or groups not included as programming participants.

§ 2.6 Development of Final Program of Project Requirements
§ 2.6.1 Based on the Owner's approval of the initial program document, including the Owner's authorization of any adjustments, the Architect shall prepare the final program document for the Owner's approval.

§ 2.6.2 The Architect shall incorporate the Owner's design and facility standards and recommend Project standards, such as area allowances; space allocation; adjacencies; communication, technology, and security requirements; FF&E requirements; lighting; acoustics; and aesthetics.

§ 2.6.3 The Architect shall determine specific space requirements for the Project by
 .1 identifying required spaces;
 .2 establishing sizes and relationships;
 .3 establishing efficiency factors; and
 .4 documenting special requirements, such as structural, mechanical, electrical, lighting, acoustical, FF&E, technology, security, or site development.

§ 2.6.4 The Architect shall prepare a final program document detailing all items identified in Sections 2.6.1 through 2.6.3, incorporating written and graphic materials that may include
 .1 an executive summary;
 .2 documentation of the methodology used to develop the program;
 .3 value and goal statements;
 .4 relevant facts upon which the program was based;
 .5 photo documentation of relevant existing site and building features;
 .6 aspirational images;
 .7 conclusions derived from data analysis;
 .8 relationship diagrams;
 .9 flow diagrams;
 .10 matrices identifying space allocations and relationships;
 .11 space listings by function and size; and
 .12 space diagrams, as needed, to convey program information.

§ 2.6.5 The Architect shall review the Owner's budget and Project schedule and provide a preliminary opinion of the program with respect to the Owner's budget and Project schedule. The Architect's opinion of the budget shall be based on current area, volume, or other similar conceptual data.

ARTICLE 3 SUPPLEMENTAL AND ADDITIONAL SERVICES
§ 3.1 Supplemental Services
§ 3.1.1 In addition to the Programming Services described above, the Architect shall provide the following 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 5.2. 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 3.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility *(Architect, Owner, or Not Provided)*
§ 3.1.1.1 Site evaluation and project feasibility	
§ 3.1.1.2 Site planning	
§ 3.1.1.3 Master planning	
§ 3.1.1.4 Preliminary design	
§ 3.1.1.5 Cost estimating	
§ 3.1.1.6 Project scheduling	
§ 3.1.1.7 Market analysis	
§ 3.1.1.8 Detailed existing facility evaluation	
§ 3.1.1.9 Questionnaires and surveys	
§ 3.1.1.10 Existing FF&E inventory	
§ 3.1.1.11 FF&E programming services	
§ 3.1.1.12 Other Supplemental Services	

§ 3.1.2 Description of Supplemental Services
§ 3.1.2.1 A description of each Supplemental Service identified in Section 3.1.1 as the Architect's responsibility is provided below.
(Describe in detail the Architect's Supplemental Services identified in Section 3.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 3.1.2.2 A description of each Supplemental Service identified in Section 3.1.1 as the Owner's responsibility is provided below.
(Describe in detail the Owner's Supplemental Services identified in Section 3.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 3.2 Architect's Additional Services
The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 3.2 shall entitle the Architect to compensation pursuant to Section 5.3 and an appropriate adjustment in the Architect's schedule.

§ 3.2.1 Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide Additional Services until the Architect receives the Owner's written authorization.

§ 3.2.2 Additional Services may be necessitated by circumstances such as (1) a change in the Initial Information; (2) changes in previous instructions or approvals given by the Owner; or (3) a material change in the Project including size, quality, complexity, or the Owner's schedule or budget.

§ 3.2.3 The Architect shall provide Programming Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

  .1 _____ (__) sessions to determine values and goals
  .2 _____ (__) interviews for the purpose of gathering data
  .3 _____ (__) adjustments to the initial program document
  .4 _____ (__) presentations to programming participants
  .5 _____ (__) special presentations to individuals or groups not included as programming participants
  .6 _____ (__) facility visits pursuant to Section 2.3.5

ARTICLE 4   OWNER'S RESPONSIBILITIES

§ 4.1 Unless specifically described in Articles 2 or 3, the services in this Article shall be provided by the Owner or the Owner's consultants.

§ 4.2 The Owner shall provide the Architect data and information necessary to complete the Programming Services, such as budget, schedule, design and facility standards, environmental criteria, and other design criteria.

§ 4.3 The Owner shall identify a representative authorized to act on the Owner's behalf to participate in the information gathering process, to facilitate the programming process, and to provide, in a timely manner, decisions made by the Owner.

§ 4.4 The Owner shall provide the Architect master plans, record drawings, surveys, and other data that pertain to each site or existing facility under consideration for development or redevelopment within the scope of this Agreement.

§ 4.5 The Owner shall provide access to the property, buildings, and personnel necessary for the Architect to complete the Programming Services.

§ 4.6 The Owner shall make the Owner's personnel available to the Architect, in a timely manner, to provide information to facilitate decision-making in accordance with the programming schedule.

ARTICLE 5   COMPENSATION

§ 5.1 If not otherwise specifically addressed in the Agreement, the Owner shall compensate the Architect for the Programming Services described in Article 2 as follows:
(Insert amount of, or basis for, compensation.)

§ 5.2 For the Architect's Supplemental Services designated in Section 3.1.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 5.3 For Additional Services that may arise during the course of the Project, including those under Section 3.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

§ 5.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 5.2 or 5.3, shall be the amount invoiced to the Architect plus   percent (%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

ARTICLE 6   ATTACHMENTS AND EXHIBITS

The following attachments and exhibits, if any, are incorporated herein by reference:
(List other documents, if any, including any exhibits relied on in Section 3.1.)