



AIA[®] Document B143[™] – 2014

Standard Form of Agreement Between Design-Builder and Architect

AGREEMENT made as of the _____ day of _____ in the year _____
(In words, indicate day, month and year.)

BETWEEN the Design-Builder:
(Name, legal status, address and other information)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

and the Architect:
(Name, legal status, address and other information)

The Design-Builder has entered into the Design-Build Contract with the Owner dated: _____

for the following Project:
(Name, location and detailed description)

The Owner:
(Name, legal status and address)

The Design-Builder and Architect agree as follows:

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.2 Definitions

§ 1.2.1 Unless otherwise specifically defined in this Agreement, terms in this Agreement shall have the same meaning as those in AIA Document A142™–2014 Exhibit A, Terms and Conditions. If multiple prime contractors are used, the term "Contractor" as referred to throughout this Agreement will be as if plural in number when applicable and the term "Work" shall include the construction and services required to fulfill the obligations of all Contractors for the Architect's Portion of the Project.

§ 1.2.2 Project. As used in this Agreement, the term Project means the Design-Builder's Work as identified in the Design-Build Contract.

§ 1.3 Architect's Portion of the Project. The Architect's Portion of the Project consists of the following:

(Fully describe the portion of the Project for which the Architect shall provide the services set forth in this Agreement.)

§ 1.4 Project Information

§ 1.4.1 The Owner's Criteria for the Project:

(Identify documentation or reference an exhibit that sets forth the Owner's Criteria for the Project.)

§ 1.4.2 Information relevant to the Architect's Portion of the Project, if not otherwise included in the Owner's Criteria set forth in Section 1.4.1:

§ 1.4.3 The Project's physical characteristics:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

§ 1.4.4 The Design-Builder's budget information is as follows:

- .1 The Owner's budget to plan, design, construct, commission and otherwise complete the Project, including the Design-Builder's and Architect's compensation, is _____ dollars (\$__).
- .2 The amount of the Design-Builder's budget for the Cost of the Work for the Architect's Portion of the Project, as defined in Section 6.1, is _____ dollars (\$__).

§ 1.4.5 The anticipated design and construction milestone dates for the Architect's Portion of the Project:

- .1 Design milestone dates:
- .2 Submission of Design-Builder's Proposal:
- .3 Commencement of construction:
- .4 Phased completion dates:
- .5 Substantial Completion date:
- .6 Other milestone dates:

§ 1.4.6 The Design-Builder's other scheduling information relevant to the Architect's Portion of the Project, if any:

§ 1.4.7 The Design-Builder's construction procurement method(s) for the Project is as follows:
(Identify procurement method or methods, such as competitive bid, negotiated contract, multiple prime contractors, construction management, or to be performed with the Design-Builder's own forces. If more than one procurement method will be utilized, for each method identify the portion of the Work to which the procurement method applies.)

§ 1.4.8 The Owner's anticipated Sustainable Objective for the Project, if any:
(Identify the Owner's Sustainable Objective for the Project such as Sustainability Certification, benefit to the environment, enhancement to the health and well-being of building occupants, or improvement of energy efficiency.)

§ 1.4.8.1 If the parties identify a Sustainable Objective, the terms related to the Sustainable Objective shall have the same meaning as those set forth in AIA Document A141™–2014 Exhibit C, Sustainable Projects.

§ 1.4.9 Incentive programs the Owner intends to pursue, including those related to the Sustainable Objective, and any deadlines for receiving the incentives that are dependent on or related to the Architect's services, are as follows:
(Identify incentive programs and deadlines for submitting or applying for the incentive program.)

§ 1.5 Project Team

§ 1.5.1 The Design-Builder identifies the following representative in accordance with Section 5.4:
(List name, address and other information.)

§ 1.5.2 The Design-Builder will retain the following consultants and contractors:
(List any consultants or contractors retained by the Design-Builder, such as a cost consultant, scheduling consultant, project or program manager, or construction contractor. List discipline and, if known, identify them by name and address.)

§ 1.5.3 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address and other information.)

§ 1.5.4 The Architect shall retain the following consultants under Basic Services described in Article 3.
(List discipline and, if known, identify them by name, legal status, address and other information.)

.1 Structural Engineer

.2 Mechanical Engineer

.3 Electrical Engineer

.4 Other, if any:

§ 1.5.5 The Design-Builder's consultants and separate contractors are as follows:
(List name, address, discipline, specialty or trade and other information.)

§ 1.5.6 The persons or entities, if any, other than the Design-Builder's representatives, who are required to review the Architect's Instruments of Service are as follows:
(List name, address and other information.)

§ 1.5.7 Other Initial Information on which the Agreement is based:
(Provide other Initial Information.)

§ 1.6 If the Design-Builder and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions. Unless otherwise agreed, the parties will use AIA Document E203™–2013 to establish the protocols for the development, use, transmission, and exchange of digital data and building information modeling.

§ 1.7 The Design-Builder and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Design-Builder and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement. Except as set forth herein, the Architect shall not have any duties or responsibilities for any other portion of the Project.

§ 2.2 The 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 Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Services of the Architect and the Architect's consultants shall be performed in the sole interest, and for the exclusive benefit, of the Design-Builder.

§ 2.5 Except with the Design-Builder's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would create a conflict of interest with respect to this Project.

§ 2.6 The Architect shall have access to the Project whenever it is in preparation or progress.

§ 2.7 **Certifications.** Upon the Design-Builder's written request, the Architect shall execute certifications and furnish certifications executed by its consultants, with respect to the documents and services provided under this Agreement (a) that, to the best of the Architect's or consultant's knowledge, information and belief, the documents or services to which the certifications relate (i) are consistent with the Design-Build Documents, except to the extent specifically identified in the certificate, and (ii) comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities governing the design of the Project; and (b) that the Owner and its consultants shall be entitled to rely upon the accuracy of the representations and statements contained in the certifications. The Architect and its consultants shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

§ 2.8 **Insurance.** The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Design-Builder shall reimburse the Architect for any additional cost as set forth in Section 11.8.3.

§ 2.8.1 Commercial General Liability with policy limits of not less than _____ (\$___) for each occurrence and _____ (\$___) in the aggregate for bodily injury and property damage.

§ 2.8.2 Automobile Liability covering vehicles owned by the Architect and non-owned vehicles used by the Architect with policy limits of not less than _____ (\$___) per claim and _____ (\$___) in the aggregate for bodily injury and property damage along with any other statutorily required automobile coverage.

§ 2.8.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess liability insurance, provided such primary and excess insurance policies result in the same or greater coverage as those required under Sections 2.8.1 and 2.8.2.

§ 2.8.4 Workers' Compensation at statutory limits and Employers' Liability with policy limits of not less than _____ (\$___).

§ 2.8.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than _____ (\$___) per claim and _____ (\$___) in the aggregate.

§ 2.8.6 The Design-Builder and Owner shall be additional insureds on the Architect's primary and excess insurance policies for Commercial General Liability and Automobile Liability. The additional insured coverage shall be primary

and non-contributory to any of the Design-Builder's and Owner's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations.

§ 2.8.7 The Architect shall provide to the Design-Builder certificates of insurance evidencing compliance with the requirements in this Section 2.8. The certificates will show the Design-Builder and Owner as additional insureds on the Commercial General Liability, Automobile Liability, and any excess policies.

ARTICLE 3 ARCHITECT'S BASIC SERVICES

§ 3.1 General Services

§ 3.1.1 Basic Services the Architect and its consultants shall provide are set forth in this Article 3. Services not included in this Article 3 are Additional Services.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Design-Builder's approval a schedule for the Architect's services. The schedule shall be consistent with the time periods established in the Initial Information set forth in Article 1. The schedule shall include milestone dates for decisions required of the Design-Builder with regard to the Architect's Portion of the Project and allowances for periods of time required for the Owner's and Design-Builder's review, for the performance of the Owner's and Design-Builder's consultants and, if applicable, for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Design-Builder, the Architect and Design-Builder shall not exceed time limits established by this schedule without reasonable cause. With the Design-Builder's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall review the information furnished by the Design-Builder and notify the Design-Builder of any other information or services that may be reasonably required for the Architect's Portion of the Project.

§ 3.1.4 The Architect shall coordinate its services with those services provided by the Design-Builder and the Design-Builder's consultants and contractors. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Design-Builder and the Design-Builder's consultants and contractors. The Architect shall provide prompt written notice to the Design-Builder if the Architect becomes aware of any errors, omissions or inconsistencies in such services or information.

§ 3.1.5 The Architect shall review laws, codes, and regulations applicable to the Architect's services. The Architect shall respond in the design of the Architect's Portion of the Project to requirements imposed by governmental authorities having jurisdiction over the Project.

§ 3.1.6 The Architect shall assist the Design-Builder with the evaluation of alternative materials, building systems and equipment, together with other considerations based on the Owner's Criteria, the Project budget, and aesthetics, in developing the design for the Architect's Portion of the Project.

§ 3.1.7 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

§ 3.1.8 The Architect shall not be responsible for any modifications the Design-Builder makes to Instruments of Service, or any other documents or data, prepared by the Architect or the Architect's consultants, unless the Architect provides written approval of such modifications.

§ 3.1.9 The Architect shall have authority to act on behalf of the Design-Builder only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work related to the Architect's Portion of the Project. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work related to the Architect's Portion of the Project.

§ 3.1.10 If the Architect is to review Shop Drawings and other submittals related to the Architect's Portion of the Project, designed or certified by a design professional other than a design professional retained by the Architect, the Design-Builder shall require that the submittals bear such other design professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals provided by such other design professionals.

§ 3.1.11 The Architect shall notify the Design-Builder in a timely manner if the Architect substitutes any of the consultants identified by the Architect in the Initial Information or adds any other consultants for the Project.

§ 3.1.12 Except when direct communications have been specially authorized, the Architect shall endeavor to communicate with the Owner and its consultants and separate contractors through the Design-Builder about matters arising out of or relating to the Architect's Portion of the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with the Contractor and material suppliers shall be through the Design-Builder.

§ 3.2 Design Services

The Architect shall provide only those Design Services listed in this Section 3.2 that are designated by a check or "X" in the adjacent box.

(Designate the services the Architect shall provide by placing a check or "X" in the box adjacent to the listed service. Insert quantities where requested and, if necessary, provide expanded or modified descriptions of the designated services in Section 3.6.)

	<p>§ 3.2.1 Multi-Discipline Coordination. Coordinate services provided by the Owner, the Owner's consultants, the Design-Builder and the Design-Builder's consultants and contractors as they relate to the Architect's Portion of the Project.</p>
	<p>§ 3.2.2 Project Design Presentations. Make presentations to explain the design of the Project to the Owner, Design-Builder, governmental authorities, or others.</p> <p>.1 Subject to Section 4.1.1.19, provide not more than () presentations over the duration of the Project.</p>
	<p>§ 3.2.3 Governmental Authorities Submissions. Assist the Design-Builder in connection with the Design-Builder's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.</p> <p>.1 Subject to Section 4.1.1.20, provide not more than () submissions over the duration of the Project.</p>
	<p>§ 3.2.4 Estimates of the Cost of the Work for the Architect's Portion of the Project. Prepare an estimate of the Cost of the Work, as that term is defined in Section 6.1, based on current area, volume or similar conceptual estimating techniques. As the design progresses through the preparation of the Construction Documents, periodically update the estimate of the Cost of the Work.</p>
	<p>§ 3.2.5 The Architect shall attend meetings with the Design-Builder and Owner to discuss and review the Owner's Criteria.</p>
	<p>§ 3.2.6 The Architect shall provide to the Design-Builder a preliminary evaluation of the Owner's Criteria as it relates to the Architect's Portion of the Project. The preliminary evaluation shall discuss possible alternative approaches to design and construction and include the Architect's recommendations, if any, with regard to accelerated or fast-track scheduling, procurement, or phased construction. The preliminary evaluation shall consider cost information, constructability, and procurement and construction scheduling issues.</p>
	<p>§ 3.2.7 After the Architect reviews the preliminary evaluation with the Design-Builder, the Architect shall provide a written report to the Design-Builder, summarizing the Architect's understanding of the Owner's Criteria as it relates to the Architect's Portion of the Project. The report shall include</p> <p>.1 allocations of program functions, detailing each function and their square foot areas;</p> <p>.2 if necessary, recommendations to adjust the Owner's Criteria to conform to the Owner's budget;</p> <p>.3 a preliminary schedule, conforming to the Owner's schedule, which shall include proposed design milestones; dates for receiving additional information from, or for work to be completed by, the Owner; anticipated date for the Design-Builder's Proposal; and periodic design review sessions with the Owner; and</p> <p>.4 other, if any:</p>

	<p>§ 3.2.8 Preliminary Design. Upon the Design-Builder’s issuance of a written notice to proceed, the Architect shall prepare and submit a Preliminary Design to the Design-Builder for the Architect’s Portion of the Project. The Preliminary Design shall include a report identifying any deviations from the Owner’s Criteria, or any other aspects of the Initial Information, and consist of drawings and other documents including, the following:</p> <ol style="list-style-type: none"> .1 Confirmation of the allocations of program functions; .2 A site plan; .3 Concept design, in diagrammatic form, allocating the functions and areas; .4 Preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling; .5 Structural system; .6 Selections of major building systems, including but not limited to mechanical, electrical and plumbing systems; and .7 Outline specifications or sufficient drawing notes describing construction materials.
	<p>§ 3.2.9 Design-Builder’s Proposal. The Architect shall assist the Design-Builder, as set forth below, in preparing or revising the Design-Builder’s Proposal with respect to the Architect’s Portion of the Project, including necessary revisions to the Preliminary Design: <i>(Set forth any specific requirements of, or limits on, the services to be provided under this Section 3.2.9.)</i></p>
	<p>§ 3.2.10 Construction Documents. Upon the Design-Builder’s written notice to proceed, the Architect shall further develop the design in accordance with the Design-Build Amendment to the Design-Build Contract, as necessary, and prepare Construction Documents for the Architect’s Portion of the Project. The Construction Documents shall set forth in detail the requirements for construction of the Architect’s Portion of the Project. The Construction Documents shall include drawings and specifications that establish the quality levels of materials, systems and performance criteria required. Construction Documents may include Drawings, Specifications, and other documents and electronic data setting forth in detail the requirements for construction of the Work, and shall be consistent with the Design-Build Documents, including the Design-Build Amendment.</p>
	<p>§ 3.2.11 Other Design Services: <i>(List and describe any other Design Services the Architect and its consultants shall provide.)</i></p>

§ 3.3 Construction Procurement Services

The Architect shall provide only those Construction Procurement Services listed in this Section 3.3 that are designated by a check or “X” in the adjacent box.

(Designate the services the Architect shall provide by placing a check or “X” in the box adjacent to the listed service. Insert quantities where requested and, if necessary, provide expanded or modified descriptions of the designated services in Section 3.6.)

	<p>§ 3.3.1 Bidding/Proposal Information. Assist the Design-Builder in preparing bidding and procurement information which describes the time, place and conditions of bidding; bidding or proposal forms; the form of agreement between the Design-Builder and the Contractor; and the General, Supplementary and other conditions of the Contract for Construction.</p>
	<p>§ 3.3.2 Selection of Bidders/Proposers. Assist the Design-Builder in identifying contractors from whom bids or proposals will be solicited.</p>
	<p>§ 3.3.3 Bidding/Proposal Document Reproduction. Arrange for procuring the reproduction of documents for distribution. The Design-Builder shall pay directly for the cost of reproduction or shall reimburse the Architect for such expenses.</p>
	<p>§ 3.3.4 Bidding/Proposal Document Distribution. Distribute the documents and request their return upon completion of the bidding/proposal process; maintain a log of distribution and retrieval, and the amounts of deposits, if any, received from and returned to prospective bidders/proposers.</p>

	§ 3.3.5 Substitutions. Review requests for substitutions, if permitted by the bidding/proposal documents; prepare and distribute addenda identifying approved substitutions to all prospective bidders/proposers.
	§ 3.3.6 Pre-Bid/Proposal Conference. Participate in, or at the Design-Builder's direction organize and conduct, a pre-bid conference for prospective bidders or pre-proposal conference for prospective proposers.
	§ 3.3.7 Addenda. Prepare responses to questions from prospective bidders/proposers and provide clarifications and interpretations in the form of addenda.
	§ 3.3.8 Opening of Bids/Proposals. Participate in, or at the Design-Builder's direction, organize and conduct the opening of the bids/proposals. Document and distribute the results, as directed by the Design-Builder.
	§ 3.3.9 Bid/Proposal Evaluation. Assist the Design-Builder in bid validation or proposal evaluation and determination of the successful bid or proposal, if any. Notify all prospective bidders or contractors of the bid or proposal results.
	§ 3.3.10 Bid/Proposal Negotiations. Assist the Design-Builder during negotiations with selected prospective contractors and prepare a summary report of the negotiation results, as directed by the Design-Builder.

§ 3.4 Construction Contract Administration Services

The Architect shall provide only those Construction Contract Administration Services listed in this Section 3.4 that are designated by a check or "X" in the adjacent box. Duties, responsibilities and limitations of authority of the Architect under this Section 3.4 shall not be restricted, modified or extended without written agreement of the Design-Builder and Architect. The Architect shall have authority to act on behalf of the Design-Builder only to the extent provided in this Agreement unless otherwise modified in writing. The Architect's responsibility to provide the Construction Contract Administration Services under this Agreement, except those provided under Section 3.4.10, Project Anniversary Review, shall coincide with the date of the first service provided in accordance with the Contract for Construction and shall terminate, subject to Section 4.1.1.15, sixty (60) days after (1) the date of Substantial Completion of the Work related to the Architect's Portion of the Project or (2) the anticipated date of Substantial Completion identified the Initial Information, whichever is earlier.

(Designate the services the Architect shall provide by placing a check or "X" in the box adjacent to the listed service. Insert quantities where requested and, if necessary, provide expanded or modified descriptions of the designated services in Section 3.6.)

	§ 3.4.1 Requests for Information. Review properly prepared, timely requests by the Contractor for additional information about the Contract Documents relating to the Architect's Portion of the Project. A properly prepared request for additional information about the Contract Documents shall be in a form prepared or approved by the Architect and shall include a detailed written statement that indicates the specific drawings or specifications in need of clarification and the nature of the clarification requested. If deemed appropriate by the Architect, the Architect may, on the Design-Builder's behalf, prepare, reproduce and distribute supplemental drawings and specifications in response to requests for information by the Contractor.
	<p>§ 3.4.2 Evaluations of the Work Related to the Architect's Portion of the Project. Visit the site on behalf of the Design-Builder at intervals appropriate to the stage of construction, or as otherwise agreed to by the Design-Builder and the Architect, to become generally familiar with the progress and quality of Work related to the Architect's Portion of the Project completed, and to determine in general if the Work related to the Architect's Portion of the Project is being performed in a manner indicating that Work related to the Architect's Portion of the Project, when completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of Work related to the Architect's Portion of the Project. On the basis of these site visits, the Architect shall keep the Design-Builder reasonably informed about the progress and quality of the portion of the Work related to the Architect's Portion of the Project completed, and report to the Design-Builder (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor (2) defects and deficiencies observed in the Work related to the Architect's Portion of the Project (3) recommendations for further inspection and testing of the Work, and (4) recommendations to reject the Work.</p> <p>.1 Subject to Section 4.1.1.17, provide not more than () visits to the Project site by the Architect over the duration of the Project during construction.</p>
	§ 3.4.3 Review of Contractor's Applications for Payment. Based on evaluations of the Work related to the Architect's Portion of the Project as described in Section 3.4.2 and on the data comprising the Contractor's

	<p>Application for Payment, review the Contractor's requests for amounts due and make recommendations to the Design-Builder indicating adjustments, if any, in such amounts due. Such recommendation for payment shall constitute a representation to the Design-Builder that, to the best of the Architect's knowledge, information and belief, the Work related to the Architect's Portion of the Project has progressed to the point indicated and the quality of the Work related to the Architect's Portion of the Project is in accordance with the Contract Documents. The foregoing representations are subject to (1) an evaluation of the Work related to the Architect's Portion of the Project for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect. The issuance of a recommendation for payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work related to the Architect's Portion of the Project, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Design-Builder to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum. The Architect shall maintain a record of the Contractor's Applications for Payment.</p>
	<p>§ 3.4.4 Submittals. The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, product data and samples for the Work related to the Architect's Portion of the Project, for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Such action shall be taken subsequent to the Design-Builder's review and approval. The Architect's action in reviewing submittals shall be taken in accordance with a submittal schedule approved by the Architect and Design-Builder or, in the absence of an approved submittal schedule, with reasonable promptness, allowing sufficient time for adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems. Review of submittals shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences or procedures. Approval of a specific item shall not indicate approval of an assembly of which the item is a component. As part of these services the Architect shall</p> <ol style="list-style-type: none"> .1 subject to Section 4.1.1.18, provide not more than () reviews of each Shop Drawing, product data item, sample and similar submittal of the Contractor; and .2 maintain a record of submittals and copies of submittals supplied by the Contractor relating to the Architect's Portion of the Project in accordance with the requirements of the Contract Documents.
	<p>§ 3.4.5 Review and Prepare Proposed Change Orders and Construction Change Directives. Review properly prepared, timely requests for changes in the Work related to the Architect's Portion of the Project, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work related to the Architect's Portion of the Project shall be accompanied by sufficient supporting data and information to permit a reasonable determination without extensive investigation or preparation of additional drawings or specifications. Prepare Change Orders and Construction Change Directives for the Design-Builder's approval and execution in accordance with the Contract Documents. Maintain records relative to changes relating to the Architect's Portion of the Project.</p>
	<p>§ 3.4.6 Minor Changes. Prepare orders for minor changes in the Work related to the Architect's Portion of the Project for issuance by the Design-Builder.</p>
	<p>§ 3.4.7 Project Completion. Conduct inspections of the Work related to the Architect's Portion of the Project to assist the Design-Builder in determining the date or dates of Substantial Completion and the date of final completion. Such inspections shall be conducted to check the Work related to the Architect's Portion of the Project for conformance with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor to be completed or corrected.</p> <ol style="list-style-type: none"> .1 Subject to Section 4.1.1.21, provide not more than () inspections for any portion of the Work related to the Architect's Portion of the Project to determine whether such portion is substantially complete in accordance with the requirements of the Contract Documents. .2 Subject to Section 4.1.1.22, provide not more than () inspections for any portion of the Work related to the Architect's Portion of the Project to determine final completion.
	<p>§ 3.4.8 Final Payment. Make recommendations to the Design-Builder, based on a final inspection of the Work related to the Architect's Portion of the Project, regarding the Contractor's satisfaction of the requirements for final payment.</p>

	<p>§ 3.4.9 Project Completion Documents. Receive from the Contractor and forward to the Design-Builder (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment, and (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner and Design-Builder against liens. Receive from the Contractor and forward to the Design-Builder for Design-Builder’s review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor.</p>
	<p>§ 3.4.10 Project Anniversary Review. Prior to the expiration of one year from the date of Substantial Completion, meet with the Design-Builder and the Owner to review facility operations and performance and make appropriate recommendations to the Design-Builder.</p>

§ 3.5 Sustainability Services

The Architect shall provide only those Sustainability Services listed in this Section 3.5 that are designated by a check or “X” in the adjacent box. The Design-Builder and Architect shall amend this agreement to include the portions of the Sustainable Projects Exhibit and the Sustainability Plan included in the Design-Build Documents for which the Architect shall be responsible, and the Architect’s compensation for providing those services.

(Designate the services the Architect shall provide by placing a check or “X” in the box adjacent to the listed service. Insert quantities where requested and, if necessary, provide expanded or modified descriptions of the designated services in Section 3.6.)

	<p>§ 3.5.1 Sustainability Workshop. Prior to the conclusion of Preliminary Design, the Architect shall conduct a Sustainability Workshop with the Owner and Design-Builder, and to the extent necessary, with the Owner’s consultants and separate contractors and the Design-Builder’s consultants and contractors, during which the participants will: (1) review and discuss potential Sustainability Certifications; (2) establish the Sustainable Objective; (3) discuss potential Sustainable Measures to be targeted; (4) examine strategies for implementation of the Sustainable Measures; and (5) discuss the potential impact of the Sustainable Measures on the Initial Information set forth in Article 1.</p>
	<p>§ 3.5.2 Preparation of the Sustainability Plan. Following the Sustainability Workshop and prior to submission of the Preliminary Design to the Owner, the Architect shall prepare the Sustainability Plan. The Sustainability Plan shall identify and describe: the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner’s and Design-Builder’s roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews; testing or metrics to verify achievement of each Sustainable Measure; and the required Sustainability Documentation.</p>

§ 3.6 Description of Services

(In the space below, provide expanded or modified descriptions of the services designated above, or refer to an attachment to this document.)

§ 3.7 Other Services

§ 3.7.1 The Architect shall provide the listed services only if specifically designated in the table below as the Architect’s responsibility, and the Design-Builder shall compensate the Architect as provided in Section 11.2.

(Designate the services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 3.7.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Services	Responsibility (Architect, Design-Builder or Not Provided)	Location of Service Description (Section 3.7.2 below or in an exhibit attached to this document and identified below)
§ 3.7.1.1 Programming (B202™–2009)		
§ 3.7.1.2 Multiple preliminary designs		
§ 3.7.1.3 Existing facilities surveys		
§ 3.7.1.4 Site Evaluation and Planning (B203™–2007)		
§ 3.7.1.5 Civil engineering		
§ 3.7.1.6 Landscape design		
§ 3.7.1.7 Architectural Interior Design (B252™–2007)		
§ 3.7.1.8 Value Analysis (B204™–2007)		
§ 3.7.1.9 Detailed cost estimating		
§ 3.7.1.10 On-site project representation (B207™–2008)		
§ 3.7.1.11 Conformed construction documents		
§ 3.7.1.12 As-designed Record Drawings		
§ 3.7.1.13 As-constructed Record Drawings		
§ 3.7.1.14 Post occupancy evaluation		
§ 3.7.1.15 Facility Support Services (B210™–2007)		
§ 3.7.1.16 Tenant-related services		
§ 3.7.1.17 Coordination of Design-Builder’s consultants		
§ 3.7.1.18 Telecommunications/data design		
§ 3.7.1.19 Security Evaluation and Planning (B206™–2007)		
§ 3.7.1.20 Commissioning (B211™–2007)		
§ 3.7.1.21 LEED® Certification (B214™–2012)		
§ 3.7.1.22 Fast-track design services		
§ 3.7.1.23 Historic Preservation (B205™–2007)		
§ 3.7.1.24 Furniture, Furnishings, and Equipment Design (B253™–2007)		

§ 3.7.2 Insert a description of each service designated in Section 3.7.1 as the Architect’s responsibility, if not further described in an exhibit attached to this document.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services may be provided 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 Article 4 shall entitle the Architect to compensation pursuant to Sections 11.3 and 11.4 as well as an appropriate adjustment in the schedule for the Architect's services provided in Section 3.1.2.

§ 4.1.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Design-Builder with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Design-Builder's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Design-Builder, or a material change in the Architect's Portion of the Project including, but not limited to, size, quality, complexity, the Design-Builder's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations, or official interpretations;
- .3 Services necessitated by decisions of the Owner, Design-Builder, or others not rendered in a timely manner or any other failure of performance on the part of the Owner, Design-Builder, or any of their consultants or contractors;
- .4 Preparation of design and documentation for alternate bid or proposal requests proposed by the Design-Builder in addition to those required in Sections 1.4.7 and 3.3, if any;
- .5 Preparation for, and attendance at, a public presentation, meeting, or hearing;
- .6 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .7 Making revisions in Drawings, Specifications, or other documents as required pursuant to Section 6.8, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes or equipment;
- .8 Consultation concerning replacement of Work resulting from fire or other cause during construction;
- .9 Assistance to the Design-Builder in rendering initial decisions on a Claim with the Contractor;
- .10 Reviewing a Contractor's submittal out of sequence from any submittal schedule approved by the Architect and Design-Builder;
- .11 Responding to the Design-Builder's or the Design-Builder's consultants' or contractors' requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Design-Builder or the Design-Builder's consultants or contractors from a careful study and comparison of the Contract Documents, field conditions, other Design-Builder-provided information, coordination drawings prepared by the Design-Builder or its consultants, or prior Project correspondence or documentation;
- .12 Preparing Change Orders and Construction Change Directives that require evaluation of proposals and supporting data from the Design-Builder's consultants or contractors, or the preparation or revision of Instruments of Service;
- .13 Evaluating claims submitted by the Design-Builder's consultants, or others in connection with the Work;
- .14 Evaluating substitutions proposed by the Design-Builder or Contractor and making subsequent revisions to Instruments of Service resulting therefrom;
- .15 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work related to the Architect's Portion of the Project or (2) the anticipated date of Substantial Completion identified in the Initial Information, whichever is earlier;
- .16 Evaluations related to portions of the Work other than the Work related to the Architect's Portion of the Project;
- .17 Visits to the Project site exceeding limits set forth in Section 3.4.2.1;
- .18 Reviews of each Shop Drawing, product data item, sample and similar submittal of the Contractor exceeding limits set forth in Section 3.4.4.1;
- .19 Design presentations exceeding the limits set forth in Section 3.2.2.1;
- .20 Submissions to governmental authorities exceeding the limits set forth in Section 3.2.3.1;
- .21 Inspections of any portion of the Work related to the Architect's Portion of the Project to determine whether such portion is substantially complete exceeding limits set forth in Section 3.4.7.1; and
- .22 Inspections for any portion of the Work related to the Architect's Portion of the Project to determine final completion exceeding limits set forth in Section 3.4.7.2.

§ 4.2 If the services covered by this Agreement have not been completed within _____ () months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 DESIGN-BUILDER'S RESPONSIBILITIES

§ 5.1 The Design-Builder shall provide available information in a timely manner regarding requirements for, and limitations on, the Architect's Portion of the Project, including a copy of the Owner's Criteria for the Project.

§ 5.2 Within seven days after receipt of the Architect's written request, the Design-Builder shall request information from the Owner as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights. Within seven days of receipt of such information from the Owner, the Design-Builder shall furnish the information to the Architect.

§ 5.3 The Design-Builder shall periodically update the budget information set forth in Section 1.4.4. If the Owner or Design-Builder significantly increases or decreases the overall budget for the Project or the budget for the Cost of the Work for the Architect's Portion of the Project, the Design-Builder shall notify the Architect. The Design-Builder and the Architect shall thereafter agree to a corresponding change in the scope and quality of the Architect's Portion of the Project.

§ 5.4 The Design-Builder's representative, identified in Section 1.5.1 of the Initial Information, is authorized to act on the Design-Builder's behalf with respect to the Architect's Portion of the Project. The Design-Builder or its identified representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services. The Design-Builder shall promptly notify the Architect in the event that the Design-Builder changes its representative.

§ 5.5 The Design-Builder shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site.

§ 5.6 The Design-Builder shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Design-Builder shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Architect's Portion of the Project. The Design-Builder shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Design-Builder shall furnish copies of the scope of services in the contracts between the Design-Builder and the Design-Builder's consultants.

§ 5.8 In contracts with its consultants, the Design-Builder shall require that the consultants' services, whether performed directly by a consultant or by its sub-consultants, shall be performed by qualified professionals, licensed as may be required by applicable law to perform such services in the jurisdiction where the Project is located. The Design-Builder shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.9 The Design-Builder shall notify the Architect in a timely manner if the Design-Builder substitutes any of the consultants identified in the Initial Information or adds any other consultants for the Project.

§ 5.10 The Design-Builder shall furnish to the Architect, in a timely manner, information necessary for the Architect to perform the Architect's Portion of the Project or that is necessary for inclusion in the Architect's Portion of the Project, including detailed layouts and specifications for materials and equipment furnished or designed by others, such as information regarding connections, sizes, loads and other information.

§ 5.11 The Design-Builder shall confer with the Architect before issuing interpretations or clarifications of documents prepared by the Architect. The Architect shall not be responsible for interpretations the Design-Builder issues that are not in conformance with the recommendations of the Architect.

§ 5.12 The Design-Builder shall advise the Architect of the identity of the Design-Builder's other consultants participating in the Project and the scope of their services.

§ 5.13 If the Architect reasonably requests information from investigations, surveys, tests, analyses and reports, or the services of other consultants not within the scope of the Architect's services, the Design-Builder shall furnish the information or services or request that the Owner furnish the information or services.

§ 5.14 The Design-Builder shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.15 The Design-Builder shall furnish, or cause to be furnished, all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Design-Builder's needs and interests.

§ 5.16 The Design-Builder shall provide prompt written notice to the Architect if the Design-Builder becomes aware of any errors, omissions or inconsistencies in the services or information furnished by the Architect.

§ 5.17 The Design-Builder shall comply with legal and code requirements to the extent they affect the Architect's performance of this Agreement.

ARTICLE 6 COST OF THE WORK FOR THE ARCHITECT'S PORTION OF THE PROJECT

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to construct all elements of the Architect's Portion of the Project designed or specified by the Architect and shall include construction general conditions costs, overhead and profit. The Cost of the Work does not include the Design-Builder's fee, costs of tests, or evaluations and reports required for the execution of the Work, the compensation of the Architect, its consultants or any other design professionals on the Project, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Design-Builder or Owner.

§ 6.2 The Design-Builder's budget for the Cost of the Work is provided in the Initial Information, and may be adjusted throughout the Project as necessary.

§ 6.3 If the Architect is required to prepare estimates of the Cost of the Work under Section 3.2.4 or as otherwise mutually agreed in writing by the Design-Builder and Architect, such estimates represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Design-Builder has control over the cost of labor, materials or equipment; the methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Design-Builder's budget for the Project or from the Architect's estimate of the Cost of the Work.

§ 6.3.1 If the Architect is required to prepare estimates of the Cost of the Work under Section 3.2.4 or as otherwise mutually agreed in writing by the Design-Builder and Architect, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to include recommended adjustments in the program and scope of the Architect's Portion of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Design-Builder's budget for the Cost of the Work. The Architect shall base its estimates on current area, volume or similar conceptual estimating techniques. If the Design-Builder requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Architect is required to prepare estimates of the Cost of the Work under Section 3.2.4 of this Agreement or as otherwise mutually agreed in writing by the Design-Builder and Architect and if at any time up to receipt of bids or negotiated proposals the Architect's estimate of the Cost of the Work exceeds the Design-Builder's budget for the Cost of the Work, the Architect shall, upon the request of the Design-Builder, make appropriate recommendations to the Design-Builder to adjust the Project's size, quality or budget for the Cost of the Work, and the Design-Builder shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Design-Builder's contract with the Contractor for the Architect's Portion of the Project has not been executed within 90 days after the Architect submits the Construction Documents to the Design-Builder, through no fault of the Architect, the Design-Builder's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.6 If the Design-Builder's budget for the Cost of the Work is exceeded by the lowest bona fide bid(s) or negotiated proposal(s) for construction, the Design-Builder shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Architect's Portion of the Project within a reasonable time;
- .3 terminate this Agreement in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Architect is obligated to provide estimating services under Section 3.2.4 of this Agreement or as otherwise mutually agreed in writing by the Design-Builder and Architect and the Design-Builder chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents related to the Architect's Portion of the Project as necessary to comply with the Design-Builder's budget for the Cost of the Work. The Architect's modifications under this Section 6.7 shall be the limit of the Architect's responsibility under this Article 6.

§ 6.8 If the Architect is not obligated to provide estimating services, this Section 6.8 shall apply, and the Design-Builder shall provide estimates for the Cost of the Work. The Design-Builder shall include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work as the Architect progresses with its services. The Architect shall prepare, as an Additional Service pursuant to Section 4.1.1.7, revisions to the Drawings, Specifications or other documents as required to comply with the Design-Builder's budget for the Cost of the Work or due to inaccuracies or incompleteness in preparing cost estimates. The Architect may review the estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Design-Builder any material inaccuracies and inconsistencies noted during any such review.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 Drawings, specifications and other documents, including those in electronic form, prepared by the Design-Builder, its consultants and contractors, as well as the Architect and the Architect's consultants, are Instruments of Service.

§ 7.2 The Architect and Design-Builder warrant that in transmitting Instruments of Service or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.3 Design-Builder's Instruments of Service

§ 7.3.1 The Design-Builder and its consultants and contractors shall be deemed the authors and owners of their respective Instruments of Service, including Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Architect and the Architect's consultants shall not own or claim a copyright in the Design-Builder's Instruments of Service. Submission or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Design-Builder's or the consultants' reserved rights.

§ 7.3.2 The Architect and the Architect's consultants are authorized to use and reproduce the Design-Builder's Instruments of Service provided to them solely and exclusively for execution of the Architect's services under this Agreement. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Architect may retain one record set. The Architect and the Architect's consultants may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Architect's Portion of the Project without the specific written consent of the Design-Builder and the consultants and contractors that produced the Instruments of Service.

§ 7.4 Architect's Instruments of Service

§ 7.4.1 The Architect and the Architect's consultants shall be deemed 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 and the Architect's consultants.

§ 7.4.2 Upon execution of this Agreement, the Architect grants to the Design-Builder a limited, irrevocable, and nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Design-Builder substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar limited, irrevocable and nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this Section 7.4.2 permits the Design-Builder to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.4.2 shall terminate, subject to the provisions of Section 7.4.5.

§ 7.4.3 In the event the Design-Builder terminates the Architect for cause pursuant to Section 9.4, the license provided in Section 7.4.2 shall terminate and be replaced by a second, limited, irrevocable and nonexclusive license permitting the Design-Builder to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service for the purpose of constructing, using, maintaining, altering and adding to the Project.

§ 7.4.4 If the Design-Builder alters the Architect's or its consultants' Instruments of Service without the Architect's or its consultants' written authorization or in the event the Design-Builder uses the Instruments of Service without retaining the author of the Instruments of Service, the Design-Builder releases the Architect and Architect's consultants from all claims and causes of action arising from such uses. The Design-Builder, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Design-Builder's alteration or use of the Instruments of Service under this Section 7.4.4.

§ 7.4.5 If the agreement between the Owner and Design-Builder is terminated for any reason other than the default of the Owner, or if this Agreement is terminated for cause by the Architect pursuant to Section 9.4, the Architect shall convey and shall require its consultants to convey to the Owner a limited, irrevocable and nonexclusive license to use the Architect's Instruments of Service for the sole purpose of constructing, using, maintaining, altering and adding to the Project, conditioned upon (1) payment to the Architect of all amounts due to the Architect and the Architect's consultants, and (2) the Architect's receipt of the Owner's written notice to the Architect of the Owner's assumption of the Design-Builder's duties and obligations under this Agreement; or if the Owner fails to provide such written notice, (1) payment to the Architect of all amounts due to the Architect and the Architect's consultants, and (2) the Architect's receipt of the Owner's written agreement to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's alteration or use of the Instruments of Service. The Architect shall incorporate the requirements of this Section 7.4.5 in all agreements with its consultants.

§ 7.5 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. Neither the Owner, nor the Design-Builder, shall assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's or Design-Builder's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Design-Builder and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Design-Builder and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Design-Builder and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A141-2014. The Design-Builder or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Design-Builder waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is also applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation and Binding Dispute Resolution

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Design-Builder and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section 8.2.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall pay the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Design-Builder and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: (Specify)

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which unless the parties mutually agree otherwise, shall be administered by 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.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Design-Builder and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Design-Builder and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Design-Builder fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Design-Builder before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Design-Builder for delay or damage caused the Design-Builder because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Project is suspended or the Design-Builder suspends the Architect's services, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Project is suspended or the Architect's services are suspended for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Design-Builder may terminate this Agreement upon not less than seven days' written notice to the Architect for the Design-Builder's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Design-Builder's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.3 The Design-Builder and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Except as provided in Section 10.3.1, neither the Design-Builder nor the Architect shall assign this Agreement without the written consent of the other. In the event the Owner assigns the Design-Build Contract to an institutional lender providing financing for the Project, and the lender assumes the Owner's rights and obligations under the Agreement between the Owner and the Design-Builder, the Architect shall execute all reasonable consents facilitating such assignment, conditioned upon the Architect's receipt of all amounts due as provided in this Agreement.

§ 10.3.1 If the Owner terminates the Design-Build Contract, the Architect agrees to an assignment of this Agreement to the Owner upon receipt of written notification from the Owner that the Owner is accepting assignment of this Agreement and assuming the Design-Builder's rights and responsibilities. The Architect further agrees that upon such an assignment to the Owner, the Owner may further assign the agreement to a successor design-builder or other entity. If the Owner assigns the agreement to a successor design-builder or other entity, the Owner shall nevertheless remain legally responsible for all of the successor design-builder's or other entities' obligations under this Agreement.

§ 10.4 If the Owner or Design-Builder requests the Architect to execute certificates, other than those required by Section 2.7, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner or Design-Builder requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Design-Builder or Architect.

§ 10.6 The Architect shall have the right to include photographic or artistic representations of the design of the Architect's Portion 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 or Design-Builder's confidential or proprietary information if the Owner or Design-Builder has previously advised the Architect in writing of the specific information considered by the Owner or Design-Builder to be confidential or proprietary. The Design-Builder shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.7 If the Architect or Design-Builder receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.7.1.

§ 10.7.1 If the Architect or Design-Builder receives information specifically designated as "confidential" or "business proprietary," the receiving party may disclose such information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. The Party receiving such information may also disclose it to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.7.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Sections 3.1 through Section 3.4, the Design-Builder shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation for Architect's Services before and after execution of the Design-Build Amendment.)

§ 11.2 For Other Services designated in Section 3.7, the Design-Builder shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation for Architect's Other Services before and after execution of the Design-Build Amendment. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.1, the Design-Builder shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation for Architect's Additional Services before and after execution of the Design-Build Amendment.)

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.3, shall be the amount invoiced to the Architect plus _____ percent (___%), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services identified in Sections 3.1 through 3.4, is based on a stipulated sum or percentage of the Cost of the Work, the compensation shall be paid in accordance with the following payment schedule:

Design Services Prior to Execution of the Design-Build Amendment:	_____	percent (___%)
Design Services After Execution of the Design-Build Amendment:	_____	percent (___%)
Construction Procurement Services:	_____	percent (___%)
Construction Contract Administration Services:	_____	percent (___%)
	_____	percent (___%)
	_____	percent (___%)
<hr/> Total Basic Compensation:	one hundred	percent (100%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Work related to the Architect's Portion of the Project are deleted or otherwise not constructed, compensation for those portions shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work. The Architect shall be entitled to compensation in accordance with this

Agreement for all services performed whether or not the Work related to the Architect's Portion of the Project commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate
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§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Other, Sustainability and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses; and
- .10 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses, the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus _____ percent (___%) of the expenses incurred.

§ 11.8.3 If the insurance requirements listed in Section 2.8 exceed the types and limits the Architect normally maintains and the Architect incurred additional costs to satisfy such requirements, the Design-Builder shall reimburse the Architect for such costs as set forth below:

§ 11.9 Compensation for Use of Architect's Instruments of Service

If the Design-Builder terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Design-Builder shall pay a licensing fee as compensation for the Design-Builder's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

§ 11.10 Compensation for Sustainability Services

§ 11.10.1 For the Architect's Sustainability Services described under Section 3.5, if any, the Design-Builder shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

§ 11.10.2 Where compensation is based on a stipulated sum or percentage of the Cost of the Work, the Sustainability Services shall be compensated in accordance with the schedule set forth in Section 11.5 unless otherwise provided below:

(If different than Section 11.5, insert the compensation schedule for Sustainability Services based on a stipulated sum or percentage of the Cost of the Work.)

§ 11.10.3 Compensation for Reimbursable Expenses Incurred for Sustainability Services

§ 11.10.3.1 Reimbursable Expenses are in addition to compensation for Basic, Other, Sustainability and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Additional expenses for Project specific software or other equipment or materials necessary to achieve, or directly related to, the Sustainable Objective, with prior written approval from the Owner;
- .2 Registration fees and any other fees charged by the Certifying Authority; and
- .3 Presentation materials required for submission to the Certifying Authority or as otherwise necessary to achieve the Sustainable Objective, with prior written approval from the Owner.

§ 11.10.3.2 If a Sustainability Certification is part of the Sustainable Objective and the Architect is providing the Certification services, an initial payment to the Architect of _____ (\$____) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Design-Builder's account at the time the expense is incurred.

§ 11.11 Payments to the Architect

§ 11.11.1 An initial payment of _____ (\$____) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Design-Builder's account in the final invoice.

§ 11.11.2 Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid _____ (____) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

§ 11.11.3 The Design-Builder shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.11.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Design-Builder at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Design-Builder and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Design-Builder and Architect.

§ 13.2 This Agreement is comprised of the following documents:

- .1 AIA Document B143™–2014, Standard Form of Agreement Between the Design-Builder and Architect.
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or the following:

- .3 Other documents, as follows:
(List other documents, if any, forming part of the Agreement.)

Sample

This Agreement entered into as of the day and year first written above.

DESIGN-BUILDER *(Signature)*

ARCHITECT *(Signature)*

(Printed name and title)

(Printed name and title)

Sample