



AIA[®]

Document B143[™] – 2004 Exhibit B

Architect's Services

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

THE DESIGN-BUILDER:
(Name, legal status and address)

THE ARCHITECT:
(Name, legal status and address)

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

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

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ARTICLE B.1 SCOPE OF SERVICES

§ B.1.1 The Architect shall provide to the Design-Builder only the services in this Exhibit B that are designated by a check or "X" in the box adjacent to the listed service.

(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 in Article B.8 expanded or modified descriptions of the designated services.)

ARTICLE B.2 DESIGN ADMINISTRATION SERVICES

- § B.2.1 General Administration. Manage and coordinate the Architect's services and those provided by the Architect's consultants, consult with the Design-Builder, review applicable criteria provided by the Design-Builder, communicate with members of the Project team and issue progress reports pertaining to the Architect's services.
- § B.2.2 Multi-Discipline Coordination. Coordinate services provided by the Architect and the Architect's consultants with those services provided by the Owner, the Owner's consultants, the Design-Builder and the Design-Builder's consultants and contractors.
- § B.2.3 Design Services Scheduling. Prepare and periodically update a design services schedule that shall identify milestone dates for decisions required of the Owner, the Design-Builder and the Design-Builder's consultants and contractors; services furnished by the Architect; and completion of Construction Documents.
- § B.2.4 Materials, Systems and Equipment Evaluation. Assist the Design-Builder with the evaluation of alternative materials, building systems and equipment, together with other considerations based on the Project Criteria, other criteria, the Project budget and aesthetics in developing the design for the Project.
- § B.2.5 Project Design Presentations. Make presentations to explain the design of the Project to the Owner, Design-Builder or governmental authorities.
 - .1 Provide not more than () presentations over the duration of the Project.
- § B.2.6 Design-Builder and Owner Submissions. Submit design and Construction Documents to the Design-Builder at scheduled intervals for purposes of evaluation and approval by the Design-Builder. The Architect shall be entitled to rely on approvals received from the Design-Builder in the further execution of the Architect's services.
 - .1 Provide not more than () submissions over the duration of the Project.
- § B.2.7 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.
 - .1 Provide not more than () submissions over the duration of the Project.

ARTICLE B.3. EVALUATION AND ESTIMATING SERVICES

- § B.3.1 Project Criteria, Schedule and Budget. Provide an evaluation of the information furnished by the Design-Builder under this Agreement, including the Project Criteria, other requirements provided by the Design-Builder, the Project schedule, and the budget for the Cost of the Work for the Architect's Portion of the Project, each in terms of the other. The Architect shall notify the Design-Builder of any other information or services that may be reasonably required for the Architect's Portion of the Project.
- § B.3.2 Site Evaluation. Provide an evaluation of the Project site based on the information provided by the Design-Builder, the Project Criteria, other criteria provided by the Design-Builder, and the schedule and budget for the Cost of the Work for the Architect's Portion of the Project.
- § B.3.3 Selection of Construction Contracting Method. Review the Design-Builder's proposed method of contracting for construction services; notify the Design-Builder of anticipated impacts that the proposed method may have on the Project Criteria, other criteria provided by the Design Builder, and the schedule and budget for the Cost of the Work for the Architect's Portion of the Project.
- § B.3.4 Estimates of the Cost of the Work for the Architect's Portion of the Project. Prepare an estimate of the Cost of the Work for the Architect's Portion of the Project. As the design progresses through the preparation of the Construction Documents, periodically update the estimate of the Cost of the Work for the Architect's Portion of the Project.

ARTICLE B.4 DESIGN SERVICES

- § B.4.1 Design Documents. Provide design documents based on the Design-Build Documents defined in Article 1 of A141–2004, Standard Form of Agreement Between Owner and Design-Builder, other criteria provided by the Design-Builder, the schedule and the budget for the Cost of the Work, all as pertaining to the Architect's Portion of the Project. The documents shall establish the design of the Architect's Portion of the Project illustrating the scale and relationship of the design components. Deviations, if any, from the Project Criteria shall be disclosed in writing. The design documents may include a site plan, building plans, sections and elevations, study models, and perspective sketches. Selections of major building systems and construction materials shall be noted on the drawings or described in outline specifications.
- § B.4.2 Construction Documents. Provide construction documents based on the approved design documents and updated budget for the Cost of the Work for the Architect's Portion of the Project. The construction documents shall set forth 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 and systems required for the Architect's Portion of the Project.
- § B.4.3 Specification of Performance or Design Criteria. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required by the Contract Documents to be provided by a person or entity other than the Architect or the Architect's consultants, the Architect shall specify appropriate performance and design criteria that such services must satisfy.

ARTICLE B.5 CONSTRUCTION PROCUREMENT SERVICES

- § B.5.1 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 Conditions of the Contract for Construction (*General, Supplementary and other conditions*).
- § B.5.2 Selection of Bidders/Proposers. Assist the Design-Builder in establishing a list of prospective contractors from whom bids or proposals will be solicited.
- § B.5.3 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.
- § B.5.4 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.
- § B.5.5 Substitutions. Review requests for substitutions, if permitted by the bidding/proposal documents; prepare and distribute addenda identifying approved substitutions to all prospective bidders/proposers.
- § B.5.6 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.
- § B.5.7 Addenda. Prepare responses to questions from prospective bidders/proposers and provide clarifications and interpretations of the in the form of addenda.
- § B.5.8 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.
- § B.5.9 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.
- § B.5.10 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.

ARTICLE B.6 CONSTRUCTION CONTRACT ADMINISTRATION SERVICES

- § B.6.1 General Administration. Provide administration of the Contract for Construction between the Design-Builder and the Contractor for the Architect's Portion of the Project as set forth below. Duties, responsibilities and limitations of authority of the Architect under this Article B.6 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. Responsibility to provide the Construction Contract Administration Services under this Agreement shall coincide with the date of the first service provided in accordance with the Contract for Construction and shall terminate sixty (60) days after the date of Substantial Completion of the Architect's Portion of the Project.
- § B.6.2 Requests for Information. Review properly prepared, timely requests by the Contractor for additional information about the Contract Documents. 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.
- § B.6.3 Evaluations of the Architect's Portion of the Project
- § B.6.3.1 Visit the site on behalf of the Design-Builder at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed to by the Design-Builder and the Architect, (1) to become generally familiar with and to keep the Design-Builder informed about the progress and quality of the Architect's Portion of the Project completed, (2) to endeavor to guard the Design-Builder against defects and deficiencies in the Architect's Portion of the Project, and (3) to determine in general if the Architect's Portion of the Project is being performed in a manner indicating that 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 the Architect's Portion of the Project.
- .1 Provide not more than () visits to the Project site by the Architect over the duration of the Project during construction.
- § B.6.3.2 Report to the Design-Builder known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, the Architect shall not be responsible for the Contractor's failure to perform the Architect's Portion of the Project in accordance with the requirements of the Contract Documents. 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 Design-Builder, Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing the Architect's Portion of the Project.
- § B.6.3.3 The Architect shall have access to the Architect's Portion of the Project whenever it is in preparation or progress.
- § B.6.4 Rejection of Work
- § B.6.4.1 Reject Work that does not conform to the Contract Documents prepared by the Architect and, when necessary or advisable, to require inspection or testing of Work which is part of the Architect's Portion of the Project in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Architect's Portion of the Project.
- § B.6.4.2 The Architect shall have authority to reject Work that does not conform to the Contract Documents.
- § B.6.5 Recommendations for Payments to Contractor
- § B.6.5.1 Based on evaluations of the Architect's Portion of the Project as described in Section B.6.3 and on the data comprising the Contractor's 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 Architect's Portion of the Project has progressed to the point

indicated and the quality of 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 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. Maintain a record of the Contractor's Applications for Payment.

§ B.6.5.2 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 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.

§ B.6.6 Submittals

§ B.6.6.1 Review and approve submittals, such as Shop Drawings, product data and samples for 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 or Contractor's review and approval and with such reasonable promptness as to cause no delay in the Architect's Portion of the Project or in the activities of the Contractor, while allowing sufficient time to permit 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, all of which remain the responsibility of the Contractor as required by the Contract Documents. 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 nor shall such review relieve the Contractor or its sole responsibility for the adequacy, suitability, performance, quality, or completeness of such submittals.

.1 Provide not more than () reviews of each Shop Drawing, product data item, sample and similar submittal of the Contractor.

§ B.6.6.2 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.

§ B.6.7 Changes in the Work

§ B.6.7.1 Review and Prepare Proposed Change Orders and Construction Change Directives. Review properly prepared, timely requests for changes in 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 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. Prepare and distribute drawings and specifications to describe Work to be added, deleted or modified, as provided in Section B.9.1.3. Maintain records relative to changes in the Architect's Portion of the Project.

§ B.6.7.2 Minor Changes. Issue an order for a minor change in the Architect's Portion of the Project.

§ B.6.8 Project Completion

§ B.6.8.1 Substantial Completion Inspection. Conduct inspections of the Architect's Portion of the Project to determine the date or dates of Substantial Completion and the date of final completion. Such inspections shall be conducted to check the Architect's Portion of the Project for conformance with the requirements of the Contract Documents for the Architect's Portion of the Project and to verify the accuracy and completeness of the list submitted by the Contractor to be completed or corrected.

.1 Provide not more than () inspections for any portion of 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 Provide not more than () inspections for any portion of the Work to determine final completion.

- § B.6.8.2 Final Payment. Make recommendation for final payment to the Contractor based on a final inspection of the Architect's Portion of the Project.
- § B.6.8.3 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.

ARTICLE B.7 FACILITY OPERATION SERVICES

- § B.7.1 Warranty Review Services. During the 12 months from the date of Substantial Completion review selected materials, systems and equipment prior to expiration of the warranty period(s) to ascertain their adequacy of performance. Document defects or deficiencies. Prepare instructions for correction of noted defects.
- § B.7.2 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.

ARTICLE B.8 DESCRIPTION OF SERVICES

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

B.9 CHANGE IN SERVICES

§ B.9.1 If applicable to the services designated in Article B.6 of this Exhibit B, then the following shall be provided as a Change in Services in accordance with Section 3.3 of the Agreement:

- .1 Review of a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Respond to the Contractor's requests for information where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Design-Builder-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Prepare Change Orders and Construction Change Directives requiring evaluation of proposals, including the preparation or revision of Instruments of Service;
- .4 Provide consultation concerning replacement of Work resulting from fire or other cause during construction;
- .5 Evaluate claims submitted by the Design-Builder's consultants, the Contractor or others in connection with the Work;
- .6 Evaluate substitutions proposed by the Design-Builder, the Design-Builder's consultants or the Contractor and making subsequent revisions to Instruments of Service resulting therefrom;
- .7 Prepare documentation in connection with alternate bid or proposal requests submitted by the Design-Builder; or
- .8 Perform Construction Contract Administration Services provided more than sixty (60) days after the last date of Substantial Completion of the Architect's Portion of the Project.