



AIA® Document B144ARCH-CM™ – 1993

Standard Form of Amendment for the Agreement Between Owner and Architect where the Architect provides Construction Management Services as an Adviser to the Owner

This AMENDMENT dated:
(Insert this Amendment's effective date.)

is made to the AGREEMENT dated:
(Insert the date of the Agreement between the Owner and the Architect.)

BETWEEN the Owner:
(Name, legal status and address)

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

for the following Project:
(Include detailed description of Project, location, address and scope.)

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

The Owner and the Architect agree that the terms and conditions governing the Architect's services and responsibilities under the Agreement referred to above shall be amended to include the construction management services specified in this Amendment as an addition to the Architect's Basic Services under that Agreement.

ARTICLE 1 CONSTRUCTION MANAGEMENT RESPONSIBILITIES

§ 1.1 The construction management services to be provided by the Architect are as enumerated in Articles 2 and 3 of this Amendment and any other services included in Article 6.

§ 1.2 The Architect shall provide organization, personnel and management to carry out the requirements of this Amendment in an expeditious and economical manner consistent with the interests of the Owner.

§ 1.3 The services covered by this Amendment are subject to the time limitations contained in the Agreement between Owner and Architect referenced above.

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ARTICLE 2 SCOPE OF SERVICES DURING PRECONSTRUCTION PHASES

§ 2.1 The Architect, as a part of the Architect's review of the program furnished by the Owner, shall provide a preliminary evaluation of the feasibility of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 2.2 The Architect shall prepare, in addition to preliminary estimates of Construction Cost for program requirements based on early schematic designs and other design criteria, comparative estimates for the cost evaluations of alternative materials and systems.

§ 2.3 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Architect shall prepare and update preliminary Construction Cost estimates with increasing detail and refinement. Such estimates shall be provided for the Owner's review and approval prior to the commencement of performance by the Architect of services for each succeeding Preconstruction Phase. If separate contracts are to be awarded, the estimated cost of the scope of Work for each contract shall be indicated with supporting detail. The Architect shall advise the Owner if it appears that a preliminary Construction Cost estimate may exceed the latest approved Project budget and make recommendations for corrective action.

§ 2.4 Following the Owner's approval of the Construction Documents, the Architect shall update and submit the latest estimate of Construction Cost for the Owner's approval in accordance with the Agreement.

§ 2.5 The Architect shall submit recommendations on relative feasibility of construction methods, methods of Project delivery, availability of materials and labor, time requirements for procurement, installation and construction, and appropriate utilization of the site for mobilization of construction forces and materials.

§ 2.6 The Architect shall prepare and update a Project schedule to show the timing of anticipated services and construction Work for the Owner's review and approval prior to commencement of the Architect's services for each succeeding Preconstruction Phase.

§ 2.7 In developing the Project schedule, the Architect shall identify critical and long-lead-time items for the coordination and integration of the Architect's services with the Owner's responsibilities, including the services of the Owner's other consultants and contractors.

§ 2.8 The Architect shall assist the Owner in selecting, retaining and coordinating the professional services of surveyors, special consultants and testing laboratories required for the Project.

§ 2.9 The Architect shall submit a list of prospective bidders and a bidding schedule for the Owner's review and approval.

§ 2.10 The Architect shall solicit bidders' interest in the Project. The Architect shall assist the Owner in issuing bidding documents to bidders and conduct pre-bid conferences with prospective bidders. The Architect shall assist the Owner with the receipt of questions from bidders and the issuance of addenda.

§ 2.11 The Architect shall receive bids, prepare bid analyses and make recommendations to the Owner for the Owner's award of Contracts.

§ 2.12 The Architect shall conduct pre-award conferences with successful bidders. The Architect shall advise the Owner of any reasonable objections to the proposed list of Subcontractors and material suppliers.

§ 2.13 The Architect shall make recommendations to the Owner regarding the assignment of responsibilities for providing temporary Project facilities and services for common use of the Contractors. The Architect shall verify that the requirements and assignment of responsibilities are included in the proposed Contract Documents.

§ 2.14 The Architect shall advise the Owner on the division of the Project into separate contracts or various categories for work including method be used for selecting Contractors and awarding contracts.

§ 2.15 The Architect shall make recommendations to the Owner regarding the allocation of responsibilities for Project conditions among the Contractors.

§ 2.16 The Architect shall assist the Owner in obtaining applicable building permits and special permits for permanent improvements, excluding permits required to be obtained directly by the various Contractors.

ARTICLE 3 SCOPE OF SERVICES DURING THE CONSTRUCTION PHASE

§ 3.1 The Architect shall prepare a Project construction schedule providing for each scope of Work, including phasing of construction, times for commencement and completion required of each separate Contractor, ordering and delivery of materials requiring long-lead time and the occupancy requirements of the Owner.

§ 3.2 The Architect shall provide the Project construction schedule for each set of Contract Documents.

§ 3.3 The Architect shall provide administrative, management and related services to endeavor to coordinate the activities of the Contractors with each other and with those of the Owner and the Architect to complete the Project in accordance with the latest approved estimate of Construction Cost, the Project construction schedule and the Contract Documents.

§ 3.4 The Architect shall schedule and conduct preconstruction, construction and progress meetings with the Owner and the Contractors to discuss such matters as procedures, progress and scheduling. The Architect shall prepare and promptly distribute minutes to the Owner and Contractors.

§ 3.5 Utilizing the Construction Schedules provided by the Contractors, the Architect shall update the Project construction schedule incorporating the activities of the Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery of products requiring long-lead time and procurement. The Project construction schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Architect shall update and reissue the Project construction schedule as required to show current conditions. If an update indicates the previously approved Project construction schedule may not be met, the Architect shall recommend corrective action to the Owner.

§ 3.6 Consistent with the Bidding Documents, and utilizing information from the Contractors, the Architect shall endeavor to coordinate the sequence of construction and assignment of space in areas where multiple Contractors are performing Work.

§ 3.7 The Architect shall monitor the approved estimate of Construction Cost. The Architect shall show actual costs for activities in progress and estimates for uncompleted tasks.

§ 3.8 The Architect shall develop cash flow reports and forecasts for the Project and advise the Owner as to variances between actual and budgeted or estimated costs.

§ 3.9 The Architect shall maintain cost accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, or other Work requiring accounting records.

§ 3.10 The Architect shall record the progress of the Project with written progress reports to the Owner including information on each Contractor's Work, as well as the entire Project, showing percentages of completion.

§ 3.11 The Architect shall keep a daily log containing a record of weather, Contractor's Work on the site, number of workers, identification of equipment, Work accomplished, problems encountered, and other similar relevant data as the Owner may require.

§ 3.12 The Architect shall maintain at the Project site, on a current basis, one record copy of all Contracts, Drawings, Specifications, addenda, Change Orders and other Modifications, in good order and marked to record all changes made during construction; Shop Drawings; Product Data; Samples; submittals; purchases; other related documents and revisions that arise out of the Contracts or Work. The Architect shall maintain records, in duplicate, of principal building layout lines, elevations of the bottom of footings, floor levels and key site elevations certified by a qualified surveyor or professional engineer. The Architect shall make all such records available to the Owner and, upon completion of the Project, shall deliver them to the Owner.

ARTICLE 4 THE OWNER'S RESPONSIBILITIES

§ 4.1 The Owner reserves the right to perform Work related to the Project with the Owner's own forces, and to award contracts in connection with the Project that are not part of the Architect's responsibilities under this Amendment. The Architect shall notify the Owner if any such independent action will in any way interfere with the Architect's ability to perform under this Amendment.

§ 4.2 The Owner shall furnish the required information and services and shall render approvals and decisions expeditiously for the orderly progress of the Architect's services.

ARTICLE 5 BASIS OF COMPENSATION

The Owner shall compensate the Architect FOR AMENDMENT SERVICES as described in Articles 2 and 3, and any other services described in Article 6 of this Amendment. Compensation shall be computed as follows:

ARTICLE 6 OTHER CONDITIONS OR SERVICES

§ 6.1 The following Reimbursable Expenses are in addition to those listed in the Agreement modified by this Amendment: *(List Reimbursable Expenses not already listed in the Agreement between Owner and Architect referenced above.)*

§ 6.2 This Amendment shall further modify the Agreement as follows: *(Insert descriptions of other services, identify Additional Services included within Basic Compensation and modifications to the payment and compensation terms included in this Amendment.)*

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

OWNER

ARCHITECT

(Signature)

(Signature)

(Printed name and title)

(Printed name and title)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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