



# AIA<sup>®</sup> Document B161<sup>™</sup> – 2002

*Standard Form of Agreement Between Client and Consultant for use where the Project is located outside the United States*

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

BETWEEN the Client:  
*(Name, legal status, address and other information)*

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

for the following Project:  
*(Include a detailed description of the Project.)*

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

Sample

The Client and Consultant agree as follows:

Init.

## ARTICLE 1 INITIAL INFORMATION

This Agreement is based on the following information and assumptions:

### § 1.1 Project Parameters

#### § 1.1.1 The objective or use is:

*(Identify or describe, if appropriate, the proposed use or Project goals.)*

#### § 1.1.2 The site is:

*(Identify or describe, if appropriate, size, location, dimensions or other pertinent information, such as geotechnical reports about the site.)*

#### § 1.1.3 The Client's Program is:

*(Identify documentation or state the manner in which the program will be developed.)*

#### § 1.1.4 The pertinent legal information is:

*(Identify information such as land surveys, legal descriptions and restrictions of the site.)*

#### § 1.1.5 The Client's budget for the Cost of the Work is:

#### § 1.1.6 The time considerations are:

*(Identify, if appropriate, milestone dates, duration or fast-track scheduling. Coordinate with Exhibit E, Consultant's Services Matrix, if used.)*

#### § 1.1.7 The proposed procurement or delivery method for the Project is:

*(Identify the method, such as competitive bid, negotiated contract, or construction management.)*

§ 1.1.8 Other considerations are:

*(Identify special characteristics or needs of the Project, such as energy, environmental or historic preservation requirements.)*

## § 1.2 Project Team

§ 1.2.1 The Client's Designated Representative, authorized to act on behalf of the Client in all matters, is:

*(Name, address and other information)*

§ 1.2.2 The Local Architect to be retained by the Client is:

*(Name, legal status, address and other information)*

§ 1.2.3 The Cost Consultant to be retained by the Client is:

*(Name, legal status, address and other information)*

§ 1.2.4 Other Project Team members to be retained by the Client are:

*(List disciplines and, if known, identify members by name and address.)*

§ 1.2.5 The subconsultants to be retained at the Consultant's expense are:

*(List disciplines and, if known, identify subconsultants by name and address.)*

§ 1.2.6 The Client shall provide services of consultants other than those designated in Section 1.2.5 or shall authorize the Local Architect or Consultant to provide them as a Change in Services when such services are requested by the Consultant and are reasonably required by the scope of the Project.

## ARTICLE 2 SERVICES PROVIDED BY THE CONSULTANT

§ 2.1 The Consultant shall consult with the Client and Local Architect, review applicable design criteria with the Local Architect, attend project meetings, communicate with members of the Project Team and issue progress reports. The Consultant shall coordinate the services provided by the Consultant and its subconsultants with those services provided by the Client and Client's consultants.

§ 2.2 The Consultant shall prepare and periodically update the Consultant's Services Schedule that shall identify milestone dates for decisions required of the Client, design services provided by the Consultant, completion of documentation provided by the Consultant and anticipated commencement of construction and Substantial Completion of the Work as defined in Article 8.

§ 2.3 In accordance with the Consultant's Services Schedule, the Consultant shall make presentations to explain the design of the Project to the Client. The Consultant shall submit design documents to the Client at intervals appropriate to the design process for purposes of evaluation and approval by the Client. The Consultant shall be entitled to rely upon approvals received from the Client in the further development of design.

## ARTICLE 3 SERVICES PROVIDED BY THE CLIENT

§ 3.1 The Client shall provide a program setting forth the Client's objectives, schedule, constraints and criteria, including space requirements and relationships, special equipment, systems and site requirements.

§ 3.2 The Client shall retain a qualified Local Architect to provide the services described in Article 4. These services shall be incorporated into the Client's agreement with the Local Architect.

§ 3.3 The Client shall provide surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining properties and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 3.4 When requested by the Consultant, the Client shall provide 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, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate recommendations.

§ 3.5 When the program requirements have been sufficiently identified, the Cost Consultant employed by the Client shall prepare a preliminary estimate of the Cost of the Work. The Cost Consultant shall be experienced in cost estimating in the locality of the Project. As the design process progresses through the end of the preparation of the Construction Documents, the Cost Consultant shall update and refine the preliminary estimate of the Cost of the Work. The Cost Consultant shall advise the Client and Consultant of any adjustments to previous estimates of the Cost of the Work indicated by changes in project requirements or general market conditions.

§ 3.6 If the estimated cost exceeds the budget, the Client shall

- .1 increase the budget for the Cost of the Work;
- .2 cooperate in revising the Project scope and quality as required to reduce the Cost of the Work and authorize a Change in Services in accordance with Section 6.2; and
- .3 terminate the Project in accordance with Section 6.6.

§ 3.7 Unless otherwise provided for in this Agreement, the Client shall provide tests, inspections and reports required by law or the Construction Documents, such as structural, mechanical and chemical tests, tests for air and water pollution, and tests for hazardous materials.

## ARTICLE 4 SERVICES OF THE LOCAL ARCHITECT

§ 4.1 The Client shall retain a qualified Local Architect who shall be the Architect of Record under applicable law and who shall be contractually obligated to the Client to provide the following services to support the work of the Consultant. The Consultant shall be entitled to rely upon the adequacy and accuracy of the services provided by the Local Architect.

§ 4.2 The Local Architect shall attend meetings between the Consultant and Client to maintain awareness of the status of the Project. The Local Architect shall advise the Consultant and Client of any local requirements or potential issues that may affect the Project. During meetings, the Local Architect shall provide translation to and from English as necessary.

§ 4.3 The Local Architect shall identify applicable codes, regulations and requirements affecting the Project, including those of entities providing utilities and services to the site and those related to cultural and religious issues affecting the Project. The Local Architect shall inform the Consultant as to the application of these codes, regulations and requirements to this Project. The Local Architect shall forward copies of English language versions of all such material to the Consultant. If English language versions are not available, the Local Architect shall provide the content of the applicable portions to the Consultant by written translation, diagrams or sketches.

§ 4.4 The Local Architect shall provide copies of maps and photographs of the site and its surroundings to familiarize the Consultant and Consultant's home office staff with the site.

§ 4.5 The Local Architect shall meet and correspond with all authorities and organizations whose agreement is legally required for the approval of the Project design, construction and occupancy to determine their requirements for this Project and to assist the Client in obtaining the necessary agreements and approvals. The Local Architect shall submit such applications and materials as are required. If drawings prepared by the Consultant are required for such submittals, the Local Architect shall advise the Consultant as to any requirements as to format, scales, colors and specific information to be shown.

§ 4.6 If the Agreement, the Client or any local or national authority requires that drawings, reports, letters or other material prepared by the Consultant be submitted in a language other than English, the Local Architect shall translate and prepare such material in the finished form required for submission. In the case of drawings, the Local Architect shall add the translated material to the drawings provided by the Consultant. The Local Architect shall translate into English any letters or other materials received by the Consultant from the Client or from national or local authorities in connection with the Project.

§ 4.7 The Local Architect shall advise the Consultant of the availability of construction materials and their relative costs at the location of the Project, and of any special issues related to their use at that location.

§ 4.8 As the Consultant's work proceeds, the Local Architect shall review the Consultant's sketches, drawings and other presentations for each phase of services to determine that the design, as proposed, will satisfy the Client's program. The Local Architect shall inform the Consultant promptly of any necessary changes.

§ 4.9 The Local Architect shall provide drafting and conference room space and administrative support for the Consultant's staff during visits to the country.

§ 4.10 The Local Architect shall, in addition, provide the following services:  
*(If other services are required of the Local Architect, describe them here.)*

## ARTICLE 5 RESPONSIBILITIES OF THE PARTIES

### § 5.1 Client

§ 5.1.1 The Client shall provide full and timely information regarding requirements for, and limitations on, the Project and shall render decisions to avoid delay in the orderly and sequential progress of the Consultant's services.

§ 5.1.2 The Client shall provide prompt written notice to the Consultant if the Client becomes aware of any fault or defect in the Project or in the Consultant's services.

§ 5.1.3 The Client shall review and provide approvals in accordance with Exhibit E, Consultant's Services Matrix. Such approvals shall be in writing.

### § 5.2 Consultant

§ 5.2.1 The services performed by the Consultant shall be as described in Articles 2 and 4 and as indicated in Section 9.2.

§ 5.2.2 The Consultant's standard of care shall be to exercise reasonable skill, care and diligence in the performance of its obligations under this Agreement.

§ 5.2.3 Except with the Client's knowledge and consent, the Consultant shall not knowingly engage in any activity, or accept any employment, interest or contribution that would, or would reasonably appear to, compromise the Consultant's professional judgment with respect to this Project. The Consultant shall not engage in any activity that would, or would reasonably appear to, conflict with laws or regulations applicable to the Consultant's services.

§ 5.2.4 The Consultant shall be entitled to rely upon the accuracy, timeliness and completeness of services and information furnished by the Client, the Local Architect and the Client's Consultants.

## ARTICLE 6 TERMS AND CONDITIONS

### § 6.1 Instruments of Service

§ 6.1.1 Drawings, Specifications, documentation and other materials, including those in electronic form, prepared by the Consultant and Consultant's subconsultants are Instruments of Service for use solely with respect to this Project. The Consultant and Consultant's subconsultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all rights accorded under applicable law, including copyrights.

§ 6.1.2 Upon execution of this Agreement, the Consultant grants to the Client a nonexclusive license to reproduce the Consultant's Instruments of Service solely for purposes of constructing, using and maintaining the Project, provided that the Client shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. No other license or right shall be deemed granted or implied under this Agreement. The Client shall not assign or otherwise transfer any license herein to another party without the prior written agreement of the Consultant.

§ 6.1.3 The Client shall not use the Instruments of Service for future additions or alterations to this Project or for other projects, unless the Client obtains the prior written agreement of the Consultant and Consultant's subconsultants. Any unauthorized use of the Instruments of Service shall be at the Client's sole risk and without liability to the Consultant and Consultant's subconsultants.

### § 6.2 Change in Services

§ 6.2.1 The Consultant shall be entitled to an appropriate adjustment in the Consultant's Services Schedule and Payment as described in Article 7 and to any Reimbursable Expense described in Section 7.10, should the Consultant's services be affected by circumstances which may include, but are not limited to, the following:

- .1 Changes to instructions or approvals previously given by the Client that require revisions in the Instruments of Service
- .2 Enactment or revision of codes, laws, regulations, or official interpretations that require changes to previously prepared Instruments of Service
- .3 Decisions of the Client not rendered in a timely manner
- .4 Significant changes in the Project, including but not limited to size, quality, complexity, the Client's schedule or budget, or procurement method
- .5 Failure of performance on the part of the Client, the Local Architect, or Client's Consultants or contractors
- .6 Preparation for and attendance at a public hearing, a dispute resolution proceeding, or a legal proceeding, except where the Consultant is a party thereto
- .7 Change in the information contained in Section 1.2
- .8 Providing more than ( ) reviews of an individual Shop Drawing, Product Data item, sample or similar submittal of the Contractor
- .9 Providing more than ( ) site visits during the construction phase
- .10 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Consultant
- .11 Responding to the Contractor's requests for information where such information is available to the Contractor from a careful study and comparison of the Construction Documents, field conditions, other Client-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation
- .12 Processing Change Orders requiring evaluation of proposals, including preparation or revision of the Contract Documents
- .13 Providing consultation concerning replacement of Work resulting from fire or other cause during construction



- .14 Evaluating an extensive number of claims submitted by the Client's Consultants, the Contractor or others in connection with the Work
- .15 Evaluating substitutions or changes proposed by the Client, Client's Consultants or Contractors and making subsequent revisions to Instruments of Service
- .16 Preparing design and documentation for alternate bids or proposals requested by the Client
- .17 Providing Construction Phase Services 60 days after the date of Substantial Completion of the Work

### § 6.3 Mediation

§ 6.3.1 The Consultant and Client shall endeavor to resolve claims, disputes and other matters in question between them through mediation, which shall be conducted by a mutually selected mediator who is fluent in English.

§ 6.3.2 The parties shall equally share mediation costs and filing fees. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Mediation proceedings shall be confidential. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

### § 6.4 Arbitration

§ 6.4.1 Claims, disputes and other matters in question between the parties that are not resolved through mediation shall be decided by arbitration unless the parties mutually agree otherwise. Arbitration shall be in accordance with rules of the United Nations Commission on International Trade Law (UNCITRAL) in effect as of the date of this Agreement. The demand for arbitration shall be filed in writing with the other party to this Agreement and with the UNCITRAL.

§ 6.4.2 A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in which question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by any applicable statute or the provisions of Section 6.5.3.

§ 6.4.3 The arbitration proceeding shall be conducted in the English language and shall take place in a neutral location to be determined by the arbitrator(s).

§ 6.4.4 Any award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in any court having jurisdiction. This Agreement and any award rendered under it shall be governed by the Convention on the Recognition and Enforcement of Foreign Arbitration Awards.

### § 6.5 Miscellaneous Provisions

§ 6.5.1 This Agreement shall be governed by the law of the principal place of business of the Consultant, unless otherwise provided in Section 9.3. Language in this Agreement shall be interpreted in accordance with the standard usage of English in the United States.

§ 6.5.2 The Client and Consultant, respectively, bind themselves, their partners, successors, assigns and representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Client nor Consultant shall assign this Agreement without the written consent of the other.

§ 6.5.3 The Consultant and Consultant's subconsultants shall not be liable for any loss or damage unless a claim is formally made upon the Consultant before the expiration of six years after the date of final completion of the Consultant's services on the Project or the date of Substantial Completion of the Project, whichever is earlier, or such earlier date as may be prescribed by applicable law.

§ 6.5.4 To the maximum extent permitted by the law, the Consultant's and Consultant's subconsultant's liability to the Client for any loss or damage shall be limited to the amount of applicable insurance coverage available to pay the award at the time of settlement or judgment or, in the event of an uninsured claim, to the amount of payment received by the Consultant under this Agreement.

### § 6.6 Termination or Suspension

§ 6.6.1 Failure of the Client to make payments to the Consultant in accordance with this Agreement shall be considered cause for termination or, at the Consultant's option, cause for suspension of performance of services under this Agreement. In such event, the Consultant shall have the right to immediately withhold the Consultant's Instruments of Service without notice. Prior to suspending services, the Consultant shall give seven days written notice to the Client. In the event of a suspension of services due to failure of the Client to make payments to the Consultant, the Consultant

shall have no liability to the Client for delay or damage caused to the Client because of such suspension of services. Before resuming services, the Consultant shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 6.6.2 If the Client, for more than 30 consecutive days, suspends the Project, the Consultant shall be paid for services performed prior to notice of such suspension. When the Project is resumed, the Consultant shall be paid for expenses incurred as a result of the interruption and resumption of the Consultant's services. The Consultant's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 6.6.3 If the Project is suspended or the Consultant's services are suspended for more than 90 consecutive days, the Consultant may terminate this Agreement by giving not less than seven days written notice.

§ 6.6.4 This Agreement may be terminated by either party 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.

§ 6.6.5 In the event of termination not the fault of the Consultant, the Consultant shall be entitled to payment for services performed prior to termination, together with Reimbursable Expenses then due. Additionally, the Consultant shall be paid for expenses directly attributable to termination for which the Consultant is not otherwise paid, plus an amount for the Consultant's anticipated profit on the value of the services not performed by the Consultant.

#### ARTICLE 7 PAYMENTS TO THE CONSULTANT

§ 7.1 For the Consultant's services as described in this Agreement, payment shall be made in United States dollars, and fees shall be computed as follows:

§ 7.2 If the services of the Consultant are changed as described in Section 6.2, the Consultant's payments shall be equitably adjusted in conformance with the Consultant's Table of Hourly Rates, Exhibit G.

§ 7.3 For a Change in Services of the Consultant's subconsultants, payments shall be computed as a multiple of ( ) times the amounts billed to the Consultant for such services.

§ 7.4 For Reimbursable Expenses as described in Section 7.10, payments shall be computed as a multiple of ( ) times the expenses incurred by the Consultant, the Consultant's employees and subconsultants. Reimbursable Expenses shall be paid in United States dollars and computed at a conversion rate in effect at the time the expense is incurred.

§ 7.5 The hourly rates and multiples for services of the Consultant and Consultant's subconsultants as set forth in this Agreement shall be adjusted in accordance with their normal salary review practices or as agreed upon between the Client and the Consultant.

§ 7.6 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 Client's account at final payment. Subsequent payments for services shall be made monthly and, where applicable, shall be in proportion to services performed on the basis set forth in this Agreement.

§ 7.7 Payments are due and payable ( ) days from the date of the Consultant's invoice. Amounts unpaid ( ) days after the invoice date shall bear interest at the rate entered below.

*(Insert rate of interest agreed upon.)*



§ 7.8 If the services covered by this Agreement have not been completed within ( ) months of the date hereof through no fault of the Consultant, extension of the Consultant's services beyond that time shall be paid as provided in Section 7.2.

§ 7.9 Payments on account of services rendered and for Reimbursable Expenses incurred shall be made monthly upon presentation of the Consultant's statement of services.

§ 7.10 Reimbursable Expenses are in addition to fees for the services and include expenses incurred by the Consultant and Consultant's employees and subconsultants directly related to the Project. These Reimbursable Expenses are identified as follows:

- .1 Transportation in connection with the Project, authorized out-of-town travel as further described in Exhibit F, meals and lodging, and telecommunications
- .2 Reproductions, printing of electronic drawings, standard form documents, postage, couriers, and handling and delivery of Instruments of Service
- .3 Expense of overtime work requiring higher than regular rates if authorized in advance by the Client
- .4 Renderings, models and mock-ups requested by the Client
- .5 Expense of professional liability insurance requested by the Client dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally carried by the Consultant and Consultant's subconsultants
- .6 Other similar direct Project-related expenditures

§ 7.11 Sale, value added, duties, withholdings and other government imposed taxes on the amounts payable for the Consultant's services and Reimbursable Expenses are not included in the Consultant's payment hereunder. No deductions shall be made from payments to the Consultant because of such obligations.

§ 7.12 The Client shall be solely obligated to pay and remit to the appropriate governmental authority such sales, value added, duties, withholding or other taxes on the Consultant's services without reduction of the Consultant's payment. The Client shall provide the Consultant photocopies of all forms sent to such governmental authorities evidencing payment of these taxes.

§ 7.13 Payments for services and Reimbursable Expenses shall be transmitted by the Client as follows:  
(Insert instructions for payments, wire transfer, etc.)

## ARTICLE 8 DEFINITIONS

§ 8.1 Construction Documents. Drawings, Specifications and Contract Documents prepared by the Consultant or Local Architect that set forth, in detail, the requirements for construction of the Project.

§ 8.2 Contractor. Entity responsible for construction of the Project.

§ 8.3 Cost of the Work. The total cost or, to the extent the Project is not completed, the estimated cost to the Client of all elements of the Project designed or specified by the Project Team. Cost of the Work does not include the compensation of the Consultant or Local Architect or the subconsultants of either, the costs of the land and financing, or other costs that are the responsibility of the Client.

§ 8.4 Day. "Day" as used in the documents shall mean calendar day unless otherwise specifically defined.

§ 8.5 Payment. Distribution of money in return for services or other obligations.

§ 8.6 Product Data. Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 8.7 Samples. Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 8.8 Shop Drawings. Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a subcontractor, subsubcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 8.9 Substantial Completion. Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the contractual requirements so that the Client can occupy or utilize the Work for its intended use.

§ 8.10 Work. Work means the construction and services required by the contractual requirements, whether completed or partially completed, and includes all other labor, materials, equipment and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

## ARTICLE 9 COMPONENTS OF THE AGREEMENT AND OTHER SPECIAL TERMS AND CONDITIONS

§ 9.1 This Agreement consists of this AIA Document B161™–2002, Standard Form of Agreement Between Client and Consultant, and:

*(List other documents, if any, forming part of the Agreement.)*

### § 9.2 Services and Additional Information

*(Check off the exhibits delineating the Consultant's Scope of Services. List any other documents in the space below.):*

- B161™–2002 Exhibit A, Evaluation and Planning Services
- B161™–2002 Exhibit B, Schematic Design/Design Development Services
- B161™–2002 Exhibit C, Construction Documents Services
- B161™–2002 Exhibit D, Construction Procurement/Construction Services
- B161™–2002 Exhibit E, Consultant's Services Matrix
- B161™–2002 Exhibit F, Projected Travel Costs
- B161™–2002 Exhibit G, Table of Hourly Rates

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

§ 9.4 This Agreement represents the entire and integrated Agreement between the Client and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Client and Consultant.

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

\_\_\_\_\_  
CLIENT *(Signature)*

\_\_\_\_\_  
CONSULTANT *(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.**



# AIA<sup>®</sup> Document B161<sup>™</sup> – 2002 Exhibit A

## *Evaluation and Planning Services*

§ A.1 The Consultant shall provide a preliminary evaluation of the information furnished by the Client under this Agreement. The Consultant shall review such information to ascertain that it is consistent with the requirements of the Project and shall notify the Client of any other information or consulting services that may be reasonably needed for the Project.

§ A.2 The Consultant shall provide a preliminary evaluation of the Client's site for the Project based on the information provided by the Client of site conditions and the Client's program, schedule and budget for the Cost of the Work.

§ A.3 The Consultant shall review the Client's proposed method of contracting for construction services and shall notify the Client of anticipated impacts such method may have on the Project.

CLIENT (*initials*) \_\_\_\_\_

CONSULTANT (*initials*) \_\_\_\_\_



# AIA<sup>®</sup> Document B161<sup>™</sup> – 2002 Exhibit B

## *Schematic Design/Design Development Services*

### § B.1 SCHEMATIC DESIGN SERVICES

The Consultant shall provide, with the assistance of the Local Architect, Schematic Design Documents based on the mutually agreed-upon program and schedule. The documents shall establish the conceptual design of the Project, illustrating the scale of and relationship among the Project components. The Schematic Design Documents shall include a conceptual site plan, if appropriate, and preliminary building plans, sections and elevations.

### § B.2 DESIGN DEVELOPMENT SERVICES

The Consultant shall provide, with the assistance of the Local Architect, Design Development Documents based on the approved Schematic Design Documents. The Design Development Documents shall illustrate and describe the refinement of the design of the Project, establishing the scope, relationships, forms, size and appearance of the Project by means of plans, sections and elevations, selected construction details and equipment layouts. The Design Development Documents shall include specifications that identify major materials and systems and establish, in general, their quality levels.

CLIENT (*initials*) \_\_\_\_\_

CONSULTANT (*initials*) \_\_\_\_\_



# AIA<sup>®</sup> Document B161<sup>™</sup> – 2002 Exhibit C

## *Construction Documents Services*

§ C.1 The Consultant shall provide, with the assistance of the Local Architect, Construction Documents based on the approved Design Development Documents. The Construction Documents shall set forth in detail the requirements for construction of the Project. The Construction Documents shall include drawings and specifications that establish in detail the quality levels of materials and systems required for the Project.

CLIENT (*initials*) \_\_\_\_\_

CONSULTANT (*initials*) \_\_\_\_\_



# AIA<sup>®</sup> Document B161<sup>™</sup> – 2002 Exhibit D

## *Construction Procurement/Construction Services*

### § D.1 CONSTRUCTION PROCUREMENT SERVICES

§ D.1.1 The Consultant shall provide Construction Procurement Services as described below:  
(*Insert scope text for procurement services, depending upon delivery method.*)

§ D.1.2 All Construction Procurement Services other than those required under AIA Document B161–2002 shall be performed at a location selected by the Consultant.

### § D.2 CONSTRUCTION SERVICES

#### § D.2.1 General Administration

§ D.2.1.1 The Consultant shall provide construction services as set forth within this exhibit, which shall be incorporated as part of the Contract between the Client and Contractor. Modifications, additions or deletions to the provisions, when incorporated into the Agreement between the Client and Contractor, shall be enforceable under this Agreement only to the extent that they are consistent with the Agreement and are approved in writing by the Consultant.

§ D.2.1.2 The Consultant shall be a representative of, and shall advise and consult with, the Client during the provision of the Construction Services. The Consultant shall have authority to act on behalf of the Client only to the extent provided in this Agreement.

§ D.2.1.3 The Consultant shall review and respond to properly prepared requests presented in a timely manner by the Contractor for additional information about the Construction Documents.

§ D.2.1.4 Upon written request of either the Client or Contractor, the Consultant shall interpret and decide matters concerning the performance of the Client and Contractor under the requirements of the Construction Documents. The Consultant's response to such requests shall be made in writing and in a timely manner. The Consultant shall render initial decisions on claims, disputes or other matters in question between the Client and Contractor.

#### § D.2.2 Evaluations of the Work

§ D.2.2.1 The Consultant, as a representative of the Client, shall visit the site at intervals as agreed to by the Client and Consultant to (1) become generally familiar with and to keep the Client informed about the design quality of the portion of the Work completed; (2) endeavor to guard the Client against defects and deficiencies in the Work; and (3) determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Construction Documents. However, the Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Consultant 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, since these are solely the Contractor's rights and responsibilities. Nor shall the Consultant be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees or of any other persons or entities performing portions of the Work.

§ D.2.2.2 The Consultant shall, at all times, have access to the Work wherever it is in preparation or progress.

§ D.2.2.3 The Client shall endeavor to communicate with the Contractor through the Consultant about matters arising out of or relating to the Construction Documents. Communications by and with the Consultant's subconsultants shall be through the Consultant.

§ D.2.2.4 The Consultant shall have the authority to reject Work that does not conform to the Construction Documents. Whenever the Consultant considers it necessary or advisable, the Consultant will have authority to require inspection or



testing of the Work, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Consultant, nor a decision made in good faith either to exercise or not to exercise such authority, shall give rise to a duty or responsibility of the Consultant to the Contractor, subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

#### § D.2.3 Certification of Payments to the Contractor

Unless the Client has retained a Cost Consultant identified in Section 1.3.3 to provide such review and certification, the Consultant shall review and certify the amounts due the Contractor and shall issue Certificates for Payment in such amounts.

#### § D.2.4 Submittals

§ D.2.4.1 The Consultant shall review and approve or take other appropriate action upon the Contractor's submittals, such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Construction Documents. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of details, such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems. The Consultant's review shall not constitute approval of safety precautions, construction means, methods, techniques, sequences or procedures. The Consultant's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ D.2.4.2 The Consultant shall maintain a record of submittals and copies of submittals supplied by the Contractor.

§ D.2.4.3 The Consultant shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by any consultants retained by the Contractor.

#### § D.2.5 Changes in the Work

§ D.2.5.1 The Consultant shall prepare Change Orders for the Client's approval and execution. The Consultant may authorize minor changes in the Work not involving an adjustment in Contract Sum or an extension of Contract Time that are consistent with the intent of the Construction Documents.

§ D.2.5.2 The Consultant shall review requests by the Client or Contractor for changes in the Work when such requests are accompanied by sufficient supporting data and information to permit the Consultant to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications.

§ D.2.5.3 If the Consultant determines that implementation of the requested changes would result in a material change to the Contract, the Client may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the Contractor, if any, the Consultant shall obtain from the Cost Consultant an estimate of the additional cost and time that might result from such change, and shall include any additional costs attributable to a Change in Services of the Consultant. The Consultant shall then incorporate those estimates into a Change Order for the Client's execution or negotiation with the Contractor.

§ D.2.5.4 The Consultant shall maintain records relative to changes in the Work.

#### § D.2.6 Project Completion

§ D.2.6.1 The Consultant shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; shall receive from the Contractor and forward to the Client for the Client's review and records, written warranties and related documents required by the Construction Documents and assembled by the Contractor; and shall issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Consultant's knowledge and belief, the Work complies with the requirements of the Construction Documents.

§ D.2.6.2 The Consultant's inspection shall be conducted with the Client's Designated Representative to check for conformance of the Work with the requirements of the Construction Documents and to review and amend, if appropriate, the list submitted by the Contractor of Work to be completed or corrected.

§ D.2.6.3 When the Work is found to be substantially complete, the Consultant shall inform the Client about the balance of the Contract Sum remaining to be paid to the Contractor, including any amounts needed to be paid for final completion or correction of the Work.

CLIENT (*initials*) \_\_\_\_\_

CONSULTANT (*initials*) \_\_\_\_\_



# AIA Document B161™ – 2002 Exhibit E

## Consultant's Services Matrix

§ E.1 The Consultant shall perform its work in accordance with the scope and schedule outlined below.

§ E.2 The Consultant shall not be responsible for delays due to causes outside the Consultant's control. Should the schedule extend beyond the timeframes described below, the Consultant shall be entitled to an adjustment in its compensation unless the extension is a direct result of its failure to adhere to provisions in this Agreement. This schedule has been mutually determined by the Client and Consultant and shall be modified only by mutual agreement of the Consultant and Client.

### Legend:

- Primary Responsibility = P
- Support Responsibility = S
- No Responsibility = N

	Client	Consultant	Local Architect	Not Applicable	Reference Note No.	Schedule
<b>Pre-Design Services</b>						
Project management						
Project administration						
Site investigation and analysis						
Utilities investigation						
Compilation of site surveys						
Compilation of existing conditions						
Soils investigation coordination						
Final program budget for construction cost						
Presentations to client						
Preparation of project concept diagrams						
Preparation of detailed building program						
Zoning/Planning/Calculations						
Final presentations						

Insert notes as referenced within the matrix:

CLIENT (initials) \_\_\_\_\_

CONSULTANT (initials) \_\_\_\_\_

**Legend:**

Primary Responsibility = P

Support Responsibility = S

No Responsibility = N

	Client	Consultant	Local Architect	Not Applicable	Reference Note No.	Schedule
<b>Schematic Design (SD)s</b>						
Project management						
Project administration						
DD mockup and cartoon set						
Client and team coordination						
Client conferences						
Special presentations						
Refine design phasing schedule						
Evaluate, integrate construction schedule/phasing						
Planning and zoning analysis						
Code/Life safety analysis						
Coordinate civil engineers and soil testing						
Develop architectural forms and select materials						
Develop interior and support spaces						
Develop structural and MEP systems						
Interim progress presentations						
Review interim cost plan						
Preparation of SD Documents						
Prepare and distribute engineering backgrounds						
Coordinate MEP and structural services						
Coordinate other project consultants						
Coordinate special photos, renderings, models						
Collate complete SD documents						
Prepare and evaluate final preliminary estimate						
Present schematic documents						
Review SD with local agencies						
Accounting/Invoicing/Disbursements						

Insert notes as referenced within the matrix:

CLIENT (initials) \_\_\_\_\_

CONSULTANT (initials) \_\_\_\_\_

**Legend:**

Primary Responsibility = P

Support Responsibility = S

No Responsibility = N

	Client	Consultant	Local Architect	Not Applicable	Reference Note No.	Schedule
<b>Design Development (DD)</b>						
Project management						
Project administration						
Participate in client and team conferences						
Update project schedule, phasing approach						
Schedule and conduct user and client meetings						
Review and confirm space allocations, layouts						
Develop exterior and interior design concept options						
<i>Curtain walls</i>						
<i>Wall sections</i>						
<i>Landscape and site design</i>						
<i>Primary public lobbies and corridors</i>						
<i>Secondary public lobbies and corridors</i>						
<i>Selection of exterior and interior materials</i>						
<i>Signage</i>						
Prepare room data sheets						
Coordinate engineer services (SE, MEP, CE)						
Coordinate other consultant services						
Review interim cost plan						
Present interim documents						
Preparation of DD documents						
Coordinate and collate DD documents						
Select DD materials, finishes and colors						
Coordinate special photos, renderings and models						
Prepare DD cost estimate						
Review DD documents with state and local agencies						
Present final DD to user and client						
Conduct constructability review and packaging						

Insert notes as referenced within the matrix:

CLIENT (*initials*) \_\_\_\_\_

CONSULTANT (*initials*) \_\_\_\_\_

**Legend:**

Primary Responsibility = P

Support Responsibility = S

No Responsibility = N

	Client	Consultant	Local Architect	Not Applicable	Reference Note No.	Schedule
<b>Construction Documents</b>						
Project management						
Project administration						
Participate in client and team conferences						
Conduct special presentations						
Update project schedule/refine construction schedule						
Conduct technical refinement of exterior and interior details						
Verify final materials, finishes and colors						
Prepare CDs (Drawings, Specs) <i>See DD list, repeat the date</i>						
Coordinate CD work of engineer services (SE, MEP, CE)						
Present interim documents to the user and client						
Review cost check						
Conduct QA/QC check of documents						
Present CD design intent review						
Coordinate, assemble, print final CDs						
Review CD documents with local and state agencies						
Transmit pre-bid documents to client for comments						
Prepare final 100% CD cost estimate						
Coordinate the permit process						
Incorporate revisions from the client review						
Coordinate client review of bid documents						
<b>Bidding/Negotiation</b>						
Project management						
Project administration						
Respond to questions regarding CDs						
Prepare and issue addenda						
Assist client and CM in evaluation of bids						

Insert notes as referenced within the matrix:

CLIENT (initials) \_\_\_\_\_

CONSULTANT (initials) \_\_\_\_\_

Legend:

Primary Responsibility = P

Support Responsibility = S

No Responsibility = N

	Client	Consultant	Local Architect	Not Applicable	Reference Note No.	Schedule
<b>Construction Contract Administration</b>						
Project management						
Project administration						
Coordinate engineer services						
Coordinate construction observation services						
Attend construction job meetings						
Coordinate and process submittals review						
<i>Shop Drawings</i>						
<i>Product Data</i>						
<i>Samples</i>						
<i>Mock-ups</i>						
<i>Other submittals</i>						
Issuance of sketches for clarification						
Review change orders						
Process payment certificates or requests						
Travel to manufacturers/fabricators for materials/mock-ups						
Review and comment: mock-ups						
Review and coordinate punch list						
Review for substantial completion						
Review for final completion						
Coordinate warranties, manuals, Client documents, commission						

Insert notes as referenced within the matrix:

CLIENT (initials) \_\_\_\_\_

CONSULTANT (initials) \_\_\_\_\_







# AIA<sup>®</sup> Document B161<sup>™</sup> – 2002 Exhibit G

## Table of Hourly Rates

*(Use this Exhibit to tabulate hourly billing rates.)*

When applicable, the Consultant shall be paid on the basis of the following schedule of hourly rates:

Employee or Category

Rate

Sample

Rates are computed in United States dollars, are effective as of the date of this Agreement and shall be adjusted in accordance with the salary review procedure of the Consultant.

CLIENT *(initials)* \_\_\_\_\_

CONSULTANT *(initials)* \_\_\_\_\_