



AIA[®] Document C141[™] – 2014 Exhibit A

Consultant's Services

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

THE OWNER:
(Name, legal status and address)

THE CONSULTANT:
(Name, legal status and address)

THE AGREEMENT

This Exhibit is part of the accompanying agreement between the Owner and the Consultant (hereinafter, the Agreement), dated the day of in the year .
(In words, indicate day, month and year.)

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

The Consultant shall provide to the Owner only the services in this Exhibit A that are designated by a check or “X” in the box adjacent to the listed service. In providing subsequent services, the Consultant shall be entitled to rely on the Owner’s prior approvals of documents submitted or services rendered.

(Designate the services the Consultant shall provide by placing a check or “X” in the box adjacent to the listed service. If necessary, provide expanded or modified descriptions of the designated services in the space provided in the section, or in an exhibit attached to this document.)

ARTICLE A.1 PROJECT ADMINISTRATION SERVICES

	<p>§ A.1.1 Project Administration. Consult with the Owner and administer the Project on the Owner’s behalf, including, attending and conducting Project meetings, communicating with members of the Project Team, and issuing progress reports to the Owner.</p>
	<p>§ A.1.2 Agency Consultation/Review/Approval. Assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project and not otherwise the responsibility of the Design-Builder. The Consultant’s obligation with respect to this Section A.1.2 is limited to the following approvals:</p>
	<p>§ A.1.3 Schedule Development/Monitoring. Prepare and periodically update the Project schedule, which shall include the milestone dates set forth in Section 1.1.7 of the Agreement and identify additional milestone dates for decisions and approvals required of the Owner, services furnished by the Consultant, and completion of documentation provided by the Consultant.</p>
	<p>§ A.1.4 Other Project Administration Services <i>(Identify any other Project Administration Services to be provided by the Consultant and provide a detailed description of such services below, or in an exhibit attached to this document.)</i></p>

ARTICLE A.2 INFORMATION GATHERING SERVICES

	<p>§ A.2.1 Perform Information Gathering Services to obtain information for subsequent programming, planning and Owner’s Criteria development activities. The Consultant shall perform the Information Gathering Services designated in Section A.2.2. Unless otherwise agreed upon in writing, the Consultant shall determine the extent and detail of the information to be gathered by the Consultant. Promptly after execution of the Agreement, the Consultant shall advise the Owner of any additional information not designated as the Consultant’s responsibility which, in the Consultant’s judgment, is required in connection with the Project. In conjunction with the Information Gathering Service designated in Section A.2.2, the Consultant shall perform the following services.</p> <p>§ A.2.1.1 Preparation of Draft Information Gathering Report. Upon completion of information gathering, prepare and deliver to the Owner, a written draft Information Gathering Report identifying and analyzing the information gathered by the Consultant or provided by the Owner and summarizing the results of the analysis.</p> <p>§ A.2.1.2 Preparation of Final Information Gathering Report. Revise the draft Information Gathering Report in response to the Owner's comments and provide the Owner with a copy of the final Information Gathering Report for the Owner’s review and approval.</p>
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	<p>§ A.2.2 Information Gathering Services <i>(Designate the Information Gathering Services to be provided by the Consultant by placing a check or “X” in the box adjacent to the listed service and provide a detailed description of each designated service in the space provided, or in an exhibit attached to this document.)</i></p>
	§ A.2.2.1 Site Investigation
	§ A.2.2.2 Site Surveying
	§ A.2.2.3 Environmental Studies and Reports
	§ A.2.2.4 Geotechnical Studies and Reports
	§ A.2.2.5 Existing On-Site Utilities Survey
	§ A.2.2.6 Existing Off-Site Utilities Survey
	§ A.2.2.7 Existing Facilities Survey
	§ A.2.2.8 Identification of Reviewing Agencies/Groups and Required Approvals
	§ A.2.2.9 Identification of Applicable Regulations
	§ A.2.2.10 Marketing Studies
	§ A.2.2.11 Economic Feasibility Studies

	§ A.2.2.12 Project Financing Studies
	§ A.2.2.13 Other Information Gathering Services <i>(Identify any other Information Gathering Services to be provided by the Consultant and provide a detailed description of such services below, or in an exhibit attached to this document.)</i>

ARTICLE A.3 PROGRAMMING AND PLANNING SERVICES

	§ A.3.1 Provide Programming and Planning Services to establish and document requirements of the Project, which may include design objectives and concepts; approximate gross facility areas and space requirements; space adjacencies, flexibility and expandability requirements; and special equipment and systems requirements. The Consultant shall perform the Programming and Planning Services designated in Section A.3.2. In conjunction with the Programming and Planning Services designated in Section A.3.2, the Consultant shall perform the following services.
	<p>§ A.3.1.1 Review of Programming and Planning Requirements</p> <p>§ A.3.1.1.1 Facilitate a meeting with the programming participants to identify, discuss, and prioritize values and goals that will impact the Project, including institutional purposes; growth objectives; and cultural, technological, temporal, aesthetic, symbolic, economic, environmental, safety, sustainability, and other relevant criteria.</p> <p>§ A.3.1.1.2 Prepare and provide to the Owner a written evaluation of the identified Project values and goals; addressing functional efficiency, user comfort, building economics, safety, environmental sustainability, and visual quality.</p> <p>§ A.3.1.1.3 Meet with the Owner to confirm and finalize the Owner’s and user’s priorities, values, and goals that will impact the Project.</p> <p>§ A.3.1.1.4 Identify and confirm the Owner’s objectives for the Project, including such elements as image, efficiencies, functionality, cost and schedule.</p> <p>§ A.3.1.1.5 Confirm the intended use of the program documents and services with the Owner.</p> <p>§ A.3.1.1.6 Identify and evaluate the constraints and opportunities that will have an impact on the existing or proposed facility, such as governmental requirements, financial resources, location, access, visibility and building services.</p>
	§ A.3.1.2 Preparation of Draft Program Document. Prepare and deliver to the Owner a written draft Program Document, (1) describing all programming and planning requirements identified by the Consultant or provided by the Owner, (2) identifying alternate concepts to address those requirements, and (3) providing the Consultant’s recommendations.
	§ A.3.1.3 Preparation of Final Program Document. Revise the draft Program Document in response to the Owner’s comments, prepare a final Program Document, and provide the final Program Document to the Owner for review and approval.
	§ A.3.2 Programming and Planning Services <i>(Designate the Programming and Planning services to be provided by the Consultant by placing a check or “X” in the box adjacent to the listed service and provide a detailed description of each designated service in the space provided, or in an exhibit attached to this document.)</i>
	§ A.3.2.1 Multiple Site Evaluation

	§ A.3.2.2 Site Suitability
	§ A.3.2.3 Site Planning
	§ A.3.2.4 Master Planning
	§ A.3.2.5 Preliminary Cost Estimating
	§ A.3.2.6 Scheduling
	§ A.3.2.7 Market Analysis
	§ A.3.2.8 Detailed Existing Facility Evaluation
	§ A.3.2.9 Environmental Suitability
	§ A.3.2.10 Services in Support of the Owner's Other Consultants <i>(Geotechnical Engineer, Landscape Architect, Real Estate or Legal Services Providers, Lending Institutions or others)</i>
	§ A.3.2.11 Space Adjacencies/Flow Diagrams
	§ A.3.2.12 Detailed Site Utilization Studies
	§ A.3.2.13 Off-Site Utility Studies

	§ A.3.2.14 Narrative of Program Requirements/Objectives
	§ A.3.2.15 Narrative of Design Goals and Project Objectives, including Sustainability Objectives
	§ A.3.2.16 Project Concept Diagrams and Documents
	§ A.3.2.17 Project Use
	§ A.3.2.18 Project Space Requirements
	§ A.3.2.19 Project Schedule
	§ A.3.2.20 Project Phasing
	§ A.3.2.21 Project Performance Requirements
	§ A.3.2.22 Project Expandability Requirements
	§ A.3.2.23 Project Flexibility Requirements
	§ A.3.2.24 Energy Requirements
	§ A.3.2.25 Minority, Women, Disadvantaged Business Enterprises, and Other Similar Requirements

	§ A.3.2.26 Zoning Analysis
	§ A.3.2.27 Traffic Studies
	§ A.3.2.28 Attend Agency Meetings
	§ A.3.2.29 Life Cycle Analysis
	<p>§ A.3.2.30 Other Programming and Planning Services <i>(Identify any other Programming and Planning Services to be provided by the Consultant and provide a detailed description of such services below, or in an exhibit attached to this document.)</i></p>

ARTICLE A.4 BRIDGING DOCUMENT DESIGN SERVICES

	<p>§ A.4.1 Bridging Document Design Services. Bridging Document Design Services are performed to provide a functional, aesthetic, and quality framework for the Project. The Bridging Documents will be part of the Owner’s Criteria provided to the Design-Builder and incorporated into the Design-Build Contract. The Bridging Documents shall include the following: planning criteria (area, volume, equipment, finishes, technical services, and other relevant functional requirements for typical spaces); specifications and performance requirements (including sustainable design criteria) for materials, systems, components and assemblies organized in accordance with a standard classification system; drawing, building information modeling, and documentation standards (including requirements for interim and final contract document deliverables); typical design details of selected conditions; and procurement, contracting and general requirements. The Consultant shall perform the Design Services designated in Section A.4.2. In conjunction with the Services designated in Section A.4.2, the Consultant shall perform the following services.</p>
	<p>§ 4.1.1 Preliminary Bridging Documents. Based upon the information provided by the Owner and any information developed by the Consultant pursuant to this Agreement, prepare and submit Preliminary Bridging Documents to the Owner. The Preliminary Bridging Documents shall 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 Site plan; .3 Building plans, sections and elevations; .4 Structural system; .5 Selections of major building systems, including but not limited to mechanical, electrical and plumbing systems; and .6 Outline specifications or sufficient drawing notes describing construction materials. <p>The Preliminary Bridging Documents may include some combination of physical study models, perspective sketches, or digital modeling.</p>
	<p>§ 4.1.2 Final Bridging Documents Revise the Preliminary Bridging Documents in response to the Owner’s comments and prepare Final Bridging Documents for the Owner’s approval. The Final Bridging Documents shall consist of the revised Preliminary Bridging Documents and other documentation as appropriate to communicate the scope, quality, budget and intent of the Project, and a preliminary schedule indicating the design and construction milestone dates through final completion of the Project.</p>

	<p>§ A.4.2 Bridging Document Design Services <i>(Designate the Design Services to be provided by the Consultant by placing a check or “X” in the box adjacent to the listed service and provide a detailed description of each designated service in the space provided, or in an exhibit attached to this document.)</i></p>
	§ A.4.2.1 Architectural Design
	§ A.4.2.2 Performance Specifications
	§ A.4.2.3 Building Systems Requirements
	§ A.4.2.4 Building Materials Requirements
	§ A.4.2.5 Equipment Requirements
	§ A.4.2.6 Building Code Analysis
	§ A.4.2.7 Accessibility Analysis
	§ A.4.2.8 Structural Design
	§ A.4.2.9 Mechanical Design
	§ A.4.2.10 Electrical Design
	§ A.4.2.11 Fire Protection Design

	§ A.4.2.12 Civil Design
	§ A.4.2.13 Landscape Design
	§ A.4.2.14 Interior Design
	§ A.4.2.15 Other Bridging Document Design Services <i>(Identify any other Bridging Document Design Services to be provided by the Consultant and provide a detailed description of such services below, or in an exhibit attached to this document.)</i>

ARTICLE A.5 OWNER'S CRITERIA DEVELOPMENT SERVICES

	§ A.5.1 The Consultant shall perform the following Owner's Criteria Development Services to describe, in detail, the Owner's Criteria for the Project. Unless otherwise agreed in writing, the Owner's Criteria shall include those items listed in Section 1.1 of AIA Document A141™–2014. The Owner's Criteria is intended to be made a part of the Design-Build Contract.
	§ A.5.1.1 Preparation of Draft Owner's Criteria. Prepare and deliver to the Owner a draft of the Owner's Criteria for the Project. The Owner's Criteria shall be based on a program, schedule, and budget for the Project agreed upon by the Owner, information provided by the Owner, and other information developed by the Consultant under the Agreement. Depending on the other services provided by the Consultant, the Owner's Criteria may include, or be based on, the Final Information Gathering Report, Final Program Document, or Final Bridging Documents.
	§ A.5.1.2 Preparation of Final Owner's Criteria. Revise the draft Owner's Criteria in response to the Owner's comments and provide the final Owner's Criteria to the Owner for the Owner's review and approval.
	§ A.5.1.3 Revisions to the Final Owner's Criteria. If necessary, revise the Final Owner's Criteria, after receipt of Design-Build proposals or negotiations to reduce the estimated Project cost to conform to the Owner's budget for the Project, identified in Section 1.1.6 of the Agreement. .1 Provide not more than _____ () revisions over the duration of the Project.
	§ A.5.2 Other Owner's Criteria Development Services <i>(Identify any other Owner's Criteria Development services to be provided by the Consultant not otherwise included in this Agreement and provide a detailed description of each service in the space provided, or in an exhibit attached to this document.)</i>

ARTICLE A.6 BUDGETING AND COST ESTIMATING SERVICES

	§ A.6.1 Budgeting and cost estimating services are intended to aide in the development of the Owner's Criteria, and the evaluation of the Owner's Criteria in light of the Owner's budget for the Project. The Consultant's budgeting and cost estimating services represent the Consultant's professional judgment. It is recognized, however, that neither the Consultant nor the Owner 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 Consultant cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Project or from any evaluation or estimate of the Cost of the Work of the Project. The Consultant,
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	when preparing estimates of overall Project cost, shall include contingencies for design, bidding and/or negotiation, and price escalation. If the design-build contract award has not occurred within 90 days of the date shown on the schedule referred to in Section 1.1.7 of the Agreement, the overall Project budget shall be adjusted to reflect changes in the general level of prices in the applicable construction market.
	§ A.6.1.1 Preliminary Estimate. When the Owner’s Criteria requirements have been sufficiently identified, prepare a preliminary estimate of the overall Project cost. This estimate may be based on information provided by the Owner and on current area, volume, or similar estimating techniques.
	§ A.6.1.2 Updated Estimate. As appropriate to the progress of the development of the Owner’s Criteria for the Project and the Design-Build Documents, update and refine the Preliminary Estimate. Advise the Owner of any adjustments to previous estimates made necessary by changes or refinements in Project requirements, or by changes in general market conditions. After execution of the Design-Build Amendment the Consultant shall provide updated estimates at the request of the Owner as an Additional Service.
	§ A.6.2 Recommendation to Adjust Project Parameters. At the request of the Owner, make recommendations to adjust the Project's size, quality, budget or other parameters.
	§ A.6.3 Other Budgeting and Cost Estimating Services <i>(Identify any other Budgeting and Cost Estimating services to be provided by the Consultant and provide a detailed description of each designated service in the space provided or in an exhibit attached to this document.)</i>

ARTICLE A.7 DESIGN-BUILD PROCUREMENT SERVICES

	The Consultant shall assist the Owner in procuring the services of a design builder as follows: <i>(Identify the Design-Build Procurement services to be provided by the Consultant provide a detailed description of each designated service in the space provided, or in an exhibit attached to this document.)</i>
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ARTICLE A.8 CONSULTING SERVICES IN CONNECTION WITH DESIGN AND CONSTRUCTION DOCUMENTS PREPARED BY THE DESIGN-BUILDER

	§ A.8.1 Respond to Questions. Assist the Owner in responding to the Design-Builder’s questions regarding the intent of the Design-Build Documents.
	§ A.8.2 Review Documents Prepared by Design-Builder. Review design and construction documents prepared by the Design-Builder for the limited purpose of evaluating conformance with the information given and the design concept expressed in the Design-Build Documents.
	§ A.8.3 Other Consulting Services in Connection with Design and Construction Documents Prepared by the Design-Builder <i>(Identify any other services to be provided by the Consultant in connection with the Design and Construction Documents prepared by the Design-Builder and provide a detailed description of each designated service in the space provided, or in an exhibit attached to this document.)</i>

ARTICLE A.9 CONSULTING SERVICES IN CONNECTION WITH THE CONSTRUCTION OF THE PROJECT

	<p>§ A.9.1 Respond to Questions. Assist the Owner in responding to questions from the Design-Builder relating to the intent of the Design-Build documents.</p>
	<p>§ A.9.2 Review Submittals by Design-Builder. The Consultant shall review the Design-Builder's Submittals to the Owner as set forth below.</p> <p>§ A.9.2.1 For Submittals to the Owner prior to execution of the Design-Build Amendment, the Consultant's review shall be for the limited purpose of evaluating the Submittal for conformance with the Owner's Criteria set forth in the Design-Build Contract.</p> <p>§ A.9.2.2 The Consultant's review of Submittals after the execution of the Design-Build Amendment shall be for the limited purpose of checking for conformance with the Owner's Criteria and other design concepts expressed in the Design-Build Documents.</p> <p>§ A.9.2.3 By reviewing Submittals, the Consultant does not assume the responsibility to coordinate the services performed or the information provided by the design professionals engaged by the Owner, the Design-Builder, or the trade contractors and suppliers of any of them. The Consultant's review of Submittals is not for the purpose of determining the accuracy or completeness of other information, such as dimensions, quantities, and installation or performance of equipment or systems. The Consultant's review shall not constitute: approval of safety precautions; approval of any construction means, methods, techniques, sequences or procedures; or approval of an assembly of which the reviewed item is a component.</p> <p>§ A.9.2.4 The Consultant shall not be obligated to review any Submittals until the Design-Builder and the Design-Builder's professional consultants provide a representation that the Design-Builder and the Design-Builder's professional consultants have (1) reviewed and approved the Submittal, (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within the Submittal with the requirements of the Design-Build Documents.</p>
	<p>§ A.9.3 Site Visits for Selected Purposes. Visit the site at intervals appropriate to the stage of construction, or as otherwise agreed in writing, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Design-Build 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. On the basis of the site visits, the Consultant shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Design-Build Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.</p>
	<p>§ A.9.4 Recommendations for Payment. Recommend to the Owner amounts due the Design-Builder on the basis of (1) the payment provisions of the Design-Build Contract, (2) the data comprising the Design-Builder's Application for Payment, and (3) an evaluation of the progress of the Work. Such recommendation shall not constitute a representation that the Consultant has (1) made exhaustive or continuous inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences or procedures; (3) reviewed copies of requisitions received from the Design-Builder's Contractor(s) and material suppliers, and other data requested by the Owner to substantiate the Design-Builder's right to payment; or (4) ascertained how or for what purpose the Design-Builder has used money previously paid on account of the Contract Sum.</p>
	<p>§ A.9.5 Substantial Completion and Final Completion Inspections. Conduct inspections to determine the date or dates of Substantial Completion and the date of Final Completion. Inspections shall be conducted with the Owner's Designated Representative to check conformance of the Work with the requirements of the Design-Build Documents and to verify the accuracy and completeness of the list submitted by the Design-Builder of Work to be completed or corrected.</p>
	<p>§ A.9.6 Recommendation for Final Payment. Recommend to the Owner the final amount due the Design-Builder on the basis of (1) the payment provisions of the Design-Build Contract, (2) the data comprising the Design-Builder's final Application for Payment, and (3) a final inspection indicating the Work complies with the requirements of the Design-Build Contract. Such recommendation shall not constitute a representation that the Consultant has (1) evaluated the quality of the Work or made exhaustive or continuous inspections to check the quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures,</p>

	(3) reviewed copies of requisitions received from the Design-Builder's Contractor(s) and material suppliers and other data requested by the Owner to substantiate the Design-Builder's right to payment, or (4) ascertained how or for what purpose the Design-Builder has used money previously paid on account of the Contract Sum.
	§ A.9.7 Other Consulting Services in Connection with the Construction of the Project <i>(Identify any other services to be provided by the Consultant in connection with the construction of the Project and provide a detailed description of each designated service in the space provided, or in an exhibit attached to this document.)</i>

ARTICLE A.10 CONSULTING SERVICES AFTER SUBSTANTIAL COMPLETION

	§ A.10.1 Attend Meetings. Attend and participate at meetings subsequent to Substantial Completion.
	§ A.10.2 Remedial Work of Design-Builder. Assist the Owner in coordinating remedial work required of the Design-Builder after Substantial Completion.
	§ A.10.3 Warranty Review Services. Consult with the Owner during the duration of warranties in connection with suspected inadequate performance of materials, systems and equipment under warranty; inspect selected materials, systems and equipment prior to expiration of the warranty period(s) to ascertain adequacy of performance; document defects or deficiencies; and assist the Owner in preparing instructions to the Design-Builder for correction of noted defects.
	§ A.10.4 Project Evaluation Services. One year following Substantial Completion, conduct a Project evaluation. Interview appropriate supervisory, operating and maintenance personnel of the Owner and analyze operating costs and related cost data to provide an evaluation of (1) the initial Project programming versus actual facility use, (2) functional effectiveness of planned spaces and relationships, and (3) the operational effectiveness of systems and materials installed.
	§ A.10.5 Other Consulting Services After Substantial Completion <i>(Identify any other services to be provided by the Consultant after Substantial Completion and provide a detailed description of each designated service in the space provided, or in an exhibit attached to this document.)</i>

ARTICLE A.11 SUSTAINABILITY SERVICES

	§ A.11.1 Sustainability Workshop. During the establishment of the Owner's Criteria, the Consultant shall conduct a Sustainability Workshop with the Owner, to (1) review and discuss potential Sustainability Certifications; and, (2) establish the Sustainable Objective.
	§ A.11.2 Other Sustainability Services for the Project <i>(Identify any other Sustainability Services to be provided by the Consultant and provide a detailed description of each designated service in the space provided, or in an exhibit attached to this document.)</i>

ARTICLE A.12 OTHER SERVICES

	<i>(Identify any other services to be provided by the Consultant and provide a detailed description of each designated service in the space provided in the Section, or in an exhibit attached to this document.)</i>
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