

**B142™–2004, Agreement Between Owner and Consultant, where the Owner Contemplates using the Design-Build Method of Project Delivery**

B142–2004 consists of the agreement and two exhibits—Exhibit A, Initial Information, and Exhibit B, Standard Form of Consultant’s Services. The agreement is modeled after the B141™–1997 and follows its general structure except that initial information, including project parameters and information about the project team, is placed in a separate Exhibit A. The consultant’s scope of services is provided in Exhibit B as a menu of briefly described choices the parties can choose from and augment to suit the needs of the project.

**A141™–2004, Agreement Between Owner and Design-Builder**

A141–2004 replaces A191™–1996 and consists of the agreement and three exhibits—Exhibit A, Terms and Conditions; Exhibit B, Determination of the Cost of the Work; and Exhibit C, Insurance and Bonds. Exhibit B is not applicable if the parties select to use a stipulated sum. A141 obligates the Design-Builder to execute fully the work required by the design-build documents, which include A141 with its attached exhibits, the project criteria and the design-builder’s proposal, including any revision to those documents accepted by the owner, supplementary and other conditions, addenda and modifications. The agreement requires the parties to select the payment type from three choices: stipulated sum, cost of the work plus design-builder’s fee, and cost of the work plus design-builder’s fee with a guaranteed maximum price. A141 and its attached exhibits form the nucleus of the design-build contract.

**B143™–2004, Agreement Between Design-Builder and Architect**

B143–2004, which replaces B901™–1996, establishes the contractual relationship between the design-builder and its architect. B143 consists of the agreement; Exhibit A, Initial Information, and Exhibit B, Standard Form of Architect’s Services. B143 follows the same format as B142 and also provides a menu of services from which the parties may select. The design-builder’s architect may be required to certify that the services and documents it provides are (1) consistent with the project criteria the design-builder provides to the Architect, (2) comply with applicable professional practice standards, and (c) comply with applicable laws, ordinances, codes, rules and regulations governing the design of the project.

**A142™–2004, Agreement Between Design-Builder and Contractor**

A142–2004 replaces A491™–1996 and consists of the agreement and five exhibits: Exhibit A, Terms and Conditions; Exhibit B, Preconstruction Services; Exhibit C, Contractor’s Scope of Work; Exhibit D, Determination of the Cost of the Work; and Exhibit E, Insurance and Bonds. A142 contains its own terms and conditions. The nucleus of the contract for construction, A142 obligates the contractor to perform the work in accordance with the contract documents, which include the A142 with its attached exhibits, supplementary and other conditions, drawings, specifications, addenda, and modifications. Like A141, A142 requires the parties to select one of three payment types.

**G704/DB™–2004, Acknowledgement of Substantial Completion of a Design-Build Project**

Because of the nature of design-build delivery, the project owner assumes many construction contract administration duties performed by the architect in a traditional project. Because there is no architect to certify substantial completion, A141 requires the owner to inspect the project to determine whether the work is substantially complete in accordance with the design-build documents, and to acknowledge the date when substantial completion occurs. G704/DB-2004 is a variation of G704™–2000, Certificate of Substantial Completion, and provides a standard form the owner can use to acknowledge the date of substantial completion.

**2004 SCOPE OF ARCHITECT’S SERVICES DOCUMENTS**

When AIA Document B141™, Standard Form of Agreement Between Owner and Architect, was revised in 1997, the scope of services section of the document was separated from the agreement section. The result was B141 Part One, the agreement, and B141 Part Two, the scope of services. This was done in recognition of the fact that not all architects perform traditional design and construction services, and that some projects do not even require those services. The document instructions make clear that parties are free to replace Part Two with any scope of services document that serves their purposes.

Providing the agreement and the services separately allows B141 Part One to serve as the agreement between owner and architect irrespective of the nature of the services the architect will

perform. Until recently, owners and architects were left to create their own alternative scope of services documents. However, in late 2004 the AIA released six new scope documents for use with the B141 Part One agreement or any other owner-architect agreement. These six documents will make it easier for architects to offer, negotiate, and perform services in the specialized areas of historic preservation, value analysis, security evaluation and planning, facility support, commissioning, and LEED™ certification. The AIA will release other scope of services documents in 2005, covering such services as site evaluation and planning, interior architecture, and expanded contract administration.

The 2004 scope of services documents follow one of two formats: a fixed scope of services, which the parties may add to or amend, or a variable or "menu" list of services from which the parties may choose. Both formats allow space for expanding the descriptions of the listed services. Scope documents may be used in two ways: (1) incorporated into the owner-architect agreement as the architect's sole scope of services or in conjunction with other scope of services documents, or (2) attached to G606™-2000, Amendment to the Professional Services Agreement, to create a modification to an existing owner-architect agreement. The scope of services documents may not be used as a stand alone owner-architect agreements and do not include signature blocks. See below for a synopsis of the six 2004 scope of architect's services documents:

**B204™-2004 Standard Form of Architect's Services: Value Analysis**

B204-2004 establishes the duties and responsibilities of the architect when the owner has employed a value analysis consultant. In this document, the architect's services are broken into three categories: pre-workshop services, workshop services, and post-workshop services. Tasks include presenting the project's goals and design rationale at the value analysis workshop, reviewing and evaluating each value analysis proposal, and preparing a value analysis report for the owner that, among other things, estimates the cost of implementing the accepted value analysis proposals.

**B205™-2004 Standard Form of Architect's Services: Historic Preservation**

The B205-2004 scope of services document establishes the architect's responsibilities and duties for projects that are historically sensitive and require specialized services that may involve survey or preservation work in accordance with local or national preservation standards. The range of services the architect provides under this scope spans the life of the project and may require responsibility for preliminary surveys, applications for tax incentives, nominations for landmark status, analysis of historic finishes, and other services specific to historic preservation projects. B205 provides a menu of services from which the owner and architect may select.

**B206™-2004 Standard Form of Architect's Services: Security Evaluation and Planning**

The B206-2004 scope of services may be used for projects that have greater security requirements than normal, whether new building design or renovation of an existing building. This scope requires the architect to identify and analyze the threats to a facility, survey the facility with respect to those threats, and prepare a Risk Assessment Report. Then, following the owner's approval of the Report, the architect shall prepare design documents and a security report.

**B210™-2004 Standard Form of Architect's Services: Facility Support**

B210-2004 focuses attention on providing the owner with means and measures to ensure the proper function and maintenance of a building and site after final completion of the project. This scope provides a menu of services, including initial existing condition surveys of a building and its systems, evaluation of operating costs, and code compliance reviews.

**B211™-2004 Standard Form of Architect's Services: Commissioning**

This fixed scope of services requires the architect to develop a commissioning plan, a design intent document, and commissioning specifications, based on the owner's identification of systems to be commissioned. It also requires the architect to review the contractor's submittals and other documentation related to the systems to be commissioned, observe and document performance tests, train operators, and prepare a final commissioning report.

**B214™-2004 Standard Form of Architect's Services: LEED® Certification**

B214-2004 establishes the duties and responsibilities of the architect when the owner seeks certification from the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) program. The services include conducting a pre-design workshop where the LEED rating

system will be reviewed and LEED points targeted, preparing a LEED certification plan, monitoring the LEED certification process, providing LEED specifications for inclusion in the contract documents, and preparing a LEED certification report that details the LEED rating the project achieved.

#### **2004 REQUEST FOR INFORMATION FORM**

Some say that requests for information (RFIs) are out of control on construction sites today. Architects complain that contractors request information that can easily be found on the drawings, and contractors complain that due to poor drawings they are forced to spend time generating RFIs. In response, the AIA has developed its first RFI form, which architects, owners, and contractors can use to request information from each other and receive a response on the same form.

#### **G716™–2004 Request for Information**

G716–2004 provides a standard form for owners, architects, and contractors to request further information from each other during construction. The form asks the requesting party to list the documents reviewed in attempting to find the information. Neither the request itself nor the response to it provides authorization for work that increases project cost or time.