AIA Contract Documents

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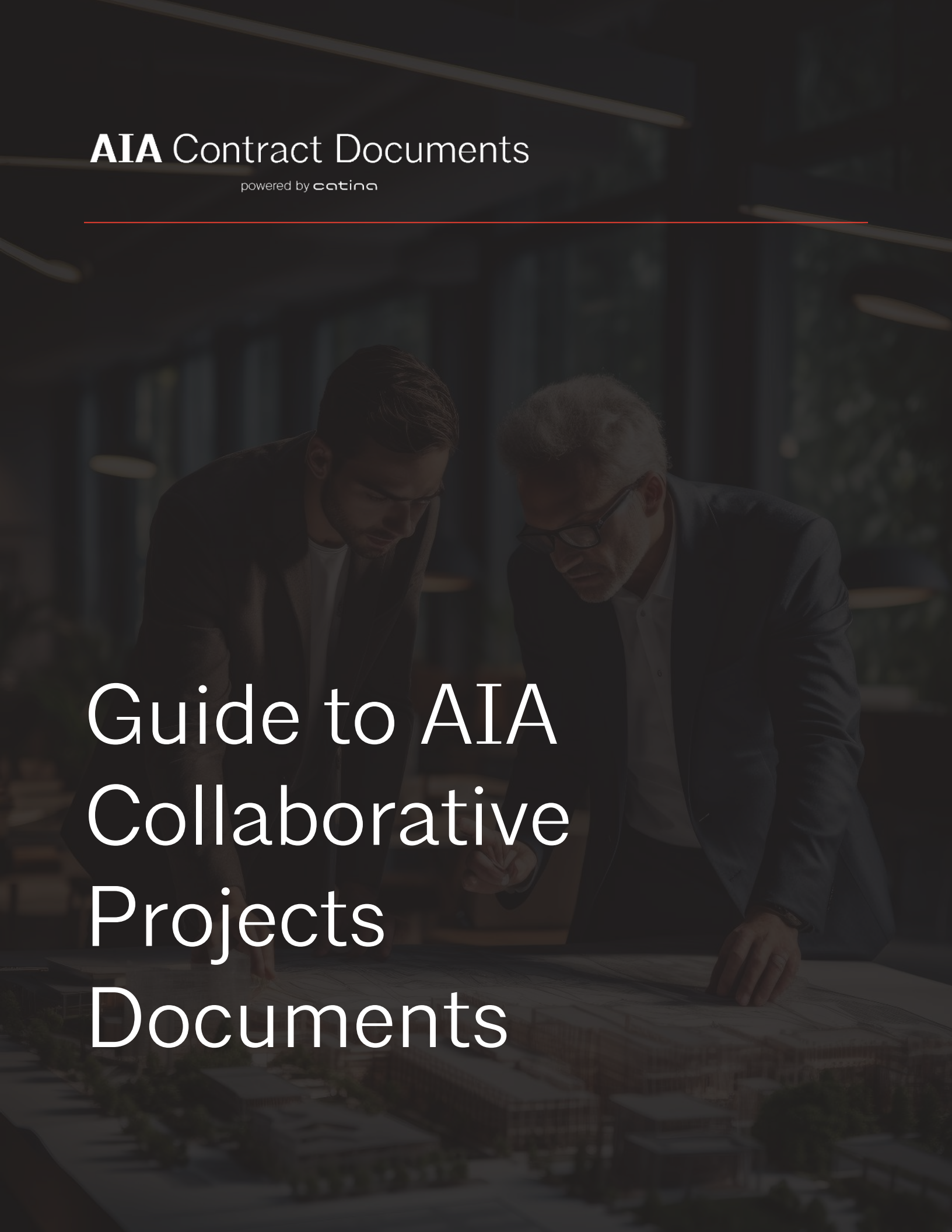

Guide to AIA Collaborative Projects Documents

AIA Contract Documents has provided this Guide for general informational purposes only.

The information provided is not legal opinion or legal advice and does not create an attorney-client relationship of any kind. This article is also not intended to provide guidance as to how project parties should interpret their specific contracts or resolve contract disputes, as those decisions will need to be made in consultation with legal counsel, insurance counsel, and other professionals, and based upon a multitude of factors.

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I.
Approach

Overview

As projects have become more complex, project participants desire an experience that incorporates greater collaboration to facilitate cooperative working relationships and enhances the likelihood of project completion on time and on budget without a lot of disputes and changes made along the way. In recognition of that need, the AIA Contract Documents program has published two documents that are intended for use where the parties wish to engage in a more collaborative process than is common in traditional delivery methods: AIA Document A135™–2024, Standard Form of Agreement Between Owner and Construction Manager as Constructor for Collaborative Project Delivery where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, and AIA Document B135™–2024, Standard Form Agreement Between Owner and Architect for Collaborative Project Delivery, Construction Manager as Constructor Edition. The philosophy behind these documents is to optimize the expertise of the owner, construction manager, and architect (and, where appropriate, consultants, subcontractors, and suppliers) throughout the preconstruction and design phases as well as the construction phase, to the benefit of all and the success of the project through enhanced collaboration. Integrated Project Delivery (IPD) is a method that has also provided a model for enhanced collaboration. However, these documents are geared toward those who are engaged in construction management projects who wish to have a more collaborative experience without adopting the more complex IPD principles. These documents were developed using the construction management delivery model, and they incorporate some IPD principles to provide the option for more collaboration throughout the project while using the same structure and compensation methods as in the standard AIA Construction Manager as Constructor documents.

This Guide will explain the process used for development of these documents, the key issues addressed in the documents, and the major differences between traditional A133/B133 and the more collaborative A135/B135. The Guide will also discuss issues not addressed in the standard language of the documents that users may wish to consider for inclusion.

Task

The AIA Documents Committee was tasked with developing design and construction documents incorporating enhanced collaboration, drawing from IPD principles and processes. As explained below, the Committee decided to base the new documents on AIA Documents A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, and AIA Document B133™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition (collectively, "CMc documents"). The new documents are geared toward users who want a more collaborative design and construction process than exists in the current CMc documents, but who don't want to venture as far as full IPD. A more detailed scope for preconstruction services is provided in the new A135 Owner/CMc agreement with corresponding scope in the new B135 Owner/Architect agreement. The documents are written in such a way that the responsibilities and services of the owner, architect, and construction manager are interwoven but without replacing or redefining the traditional limits of the scope of each or shifting management of risk. Other revisions include the addition of a Project Management Team for collaborative project management, a process for more "real time" working relationships between the owner, construction manager, and architect, and revised dispute resolution provisions for claims between the owner and the construction manager.

II.
Research and Drafting Principles

Basis for New Documents

The Committee began by reviewing the existing suite of AIA documents for integrated project delivery to look at which IPD principles would be appropriate to incorporate into these documents. The IPD documents are three types: the transitional documents, the multi-party agreement, and the special purpose entity.

The transitional documents, sometimes referred to as "IPD-lite", are the most similar IPD documents to the CMc delivery approach. However, the documents in the transitional group have a format that is different from the CMc documents. The A195-2008 Owner/CM agreement and the B195-2008 Owner/Architect agreement contain terms and conditions, such as compensation and termination, but they do not contain scope. Instead, the CM's and architect's scopes for both preconstruction and construction are contained in the A295-2008 General Conditions document. After analyzing these documents, the Committee decided to retain the existing structure of the CMc documents, with the preconstruction services and design phases contained in the separate A135 Owner/CMc and B135 Owner/Architect agreements, but with additional language to correlate the responsibilities between the two agreements. A201-2017 remains the general conditions document that is used with A135 and B135. This decision was influenced by our discussions with industry liaisons, as well as the fact that the CM documents had been updated in 2019, are familiar to users and the industry, and have been well-received. We concluded that retaining the same basic format for these documents would be more appealing to potential users of the documents than offering documents with major structural changes or the increased complexity that would be required in a muti-party agreement.

Similarly, the IPD Multi-Party and Special Purpose Entity Agreements are single agreements signed by all of the primary project participants and are very different in structure from the IPD Transitional documents. They include a different compensation method, waivers of claims, and other major substantive differences based on IPD principals. We concluded that offering documents that were more like the construction management documents already widely used would be more helpful to industry participants who are interested in greater collaboration without adopting the more complex IPD principles.

Having made the decision to base the format and structure of the collaborative documents on A133 and B133, the Committee examined the basic principles of IPD to determine which of them would be appropriate to incorporate into the collaborative documents. In addition to reviewing the AIA IPD documents, the Committee reviewed additional resources to consider which IPD elements might be incorporated into the documents, either as standard or optional terms.

As part of that process, we interviewed a number of individuals with experience in projects utilizing enhanced collaboration. Interviewees included owners' representatives for major developers and government institutions, and directors of operation and general counsel for several large CM firms. Generally speaking, those individuals explained that a collaborative process can be achieved within the existing CM structure. Very few had used IPD. They were able to incorporate different type of incentives into the GMP structure, whereas IPD typically uses a Target Cost method paired with incentives. Use of building information modeling (BIM) was typically a feature of their collaborative projects, as well as more robust preconstruction services provided by the construction manager (CM). A collaborative project requires an owner who wants to be involved and is willing to compensate the CM for preconstruction services rather than viewing such services as "free-con." This is in the owner's best interest because preconstruction is where the groundwork is laid for the construction phase to go more smoothly in terms of time and budget. In both preconstruction and the construction phase, communication is vital. Co-location, frequent meetings, an emphasis on solving issues early on, and avoiding escalation of disputes to formal dispute resolution are important aspects of a successful collaborative project. These interviews were a valuable component of the decisions that were made about revisions to the content of the existing CMc documents.

We recognize that there may be some in the industry who would like to see documents that take more of an IPD approach.

We decided to take a more incremental approach using the CM delivery method rather than developing new IPD documents. This resulted in an offering for industry participants who would like to have more and better collaboration but who do not want to make the kinds of changes to scope and terms that are featured in IPD, such as Target Cost, pooled incentives, and waiver of claims, as well as changes to risk allocation. However, we did borrow from IPD principles, including early involvement of key participants and goal definition, project governance structure, more open communication, use of BIM, and dispute resolution at the project level.

This diagram shows how the new documents fit into the continuum of documents in the AIA Contract Documents library, expanding the process in the CMc documents to a further level of collaboration, but less than in the IPD documents.

III.
Comparative Analysis

Key Revisions Made in A135 and B135

The list below provides an outline of the key changes made to the standard text of the A133 and B133 Construction Management Documents in the new Collaborative Project Documents, followed by a discussion of each item.

Addition of Statement of Purpose

Mandatory use of Building Information Modeling

Project management through Project Management Team

Preconstruction Services

- Addition of design phases in A135
- More detail in scope:
  - Pre-Design Phase
  - Constructability
  - Page-by-Page Review
- Design Assist and Design Delegation

Construction Phase

- Greater collaboration in schedule development
- Maximize efficiencies

Compensation and Incentives

Dispute Resolution

- PMT as Initial Decision maker for Owner/CM claims
- Meet and Confer for Owner/CM claims not decided by PMT

Statement of Purpose

A135, the Owner/CMc Agreement, and B135, the Owner/Architect Agreement, each contain an identical statement of purpose provision as follows:

§ 1.1 Purpose

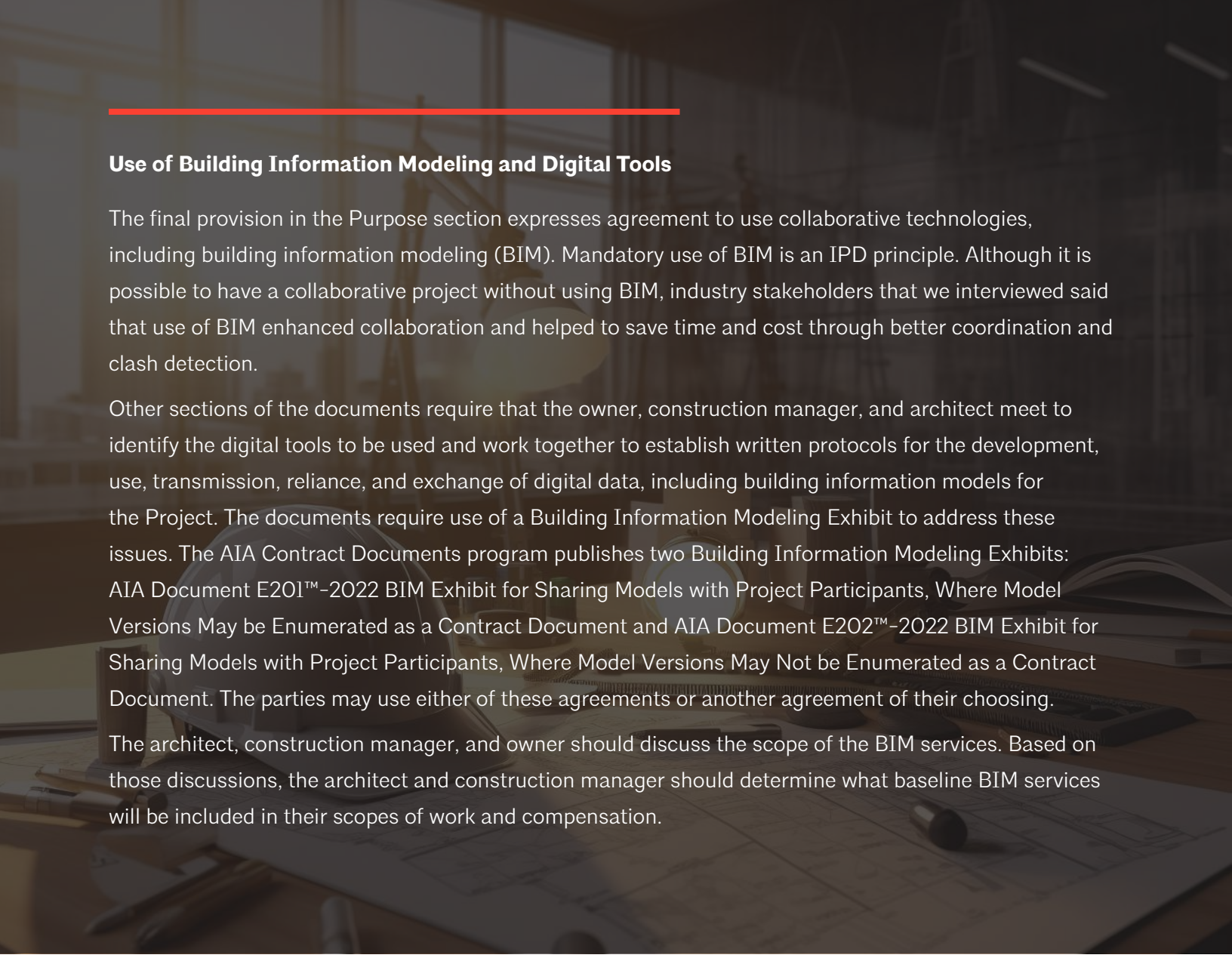
§ 1.1.1 The Owner, Construction Manager, and Architect agree to plan, design, and construct the Project in a collaborative manner and endeavor to align individual interests with those of the Project. The Owner, Construction Manager, and Architect agree to contribute their knowledge, skill, and services during all phases of the Project.

§ 1.1.2 The Owner, Construction Manager, and Architect shall identify Project participants, such as separate contractors, subcontractors, consultants, and suppliers, who can operate effectively within a collaborative environment and involve them at appropriate times for the benefit of the Project.

§ 1.1.3 The Owner, Construction Manager, and Architect agree to use collaborative technologies such as building information modeling (BIM) and digital collaboration tools.

Intent

This statement of purpose, agreed to by the owner, architect, and construction manager, sets the intent and tone for the collaborative project. The items included in this section are taken from IPD principles, where the parties enter into a project with a collaborative intent. The second part of the provision obligates the parties to identify other project participants who will also share the spirit of collaboration.



Use of Building Information Modeling and Digital Tools

The final provision in the Purpose section expresses agreement to use collaborative technologies, including building information modeling (BIM). Mandatory use of BIM is an IPD principle. Although it is possible to have a collaborative project without using BIM, industry stakeholders that we interviewed said that use of BIM enhanced collaboration and helped to save time and cost through better coordination and clash detection.

Other sections of the documents require that the owner, construction manager, and architect meet to identify the digital tools to be used and work together to establish written protocols for the development, use, transmission, reliance, and exchange of digital data, including building information models for the Project. The documents require use of a Building Information Modeling Exhibit to address these issues. The AIA Contract Documents program publishes two Building Information Modeling Exhibits: AIA Document E201™-2022 BIM Exhibit for Sharing Models with Project Participants, Where Model Versions May be Enumerated as a Contract Document and AIA Document E202™-2022 BIM Exhibit for Sharing Models with Project Participants, Where Model Versions May Not be Enumerated as a Contract Document. The parties may use either of these agreements or another agreement of their choosing.

The architect, construction manager, and owner should discuss the scope of the BIM services. Based on those discussions, the architect and construction manager should determine what baseline BIM services will be included in their scopes of work and compensation.

Project Management through Project Management Team

Both documents contain a new Article 2, Management of the Project, that identifies and describes the scope of the Project Management Team (PMT). The team concept of governance is an IPD concept, but these Collaborative Projects documents don't use a multi-party agreement or joint entity type of arrangement, so the concept is modified to suit these documents.

The PMT is composed of one individual each named by the owner, construction manager, and architect. It is important to note that the individuals named to the PMT might or might not be the same individuals that are separately named as the owner's, construction manager's, and architect's representatives in the Initial Information. Those representatives are authorized to act on behalf of each of those entities, whereas the authority of the PMT members is more limited.

The PMT is responsible for day-to-day coordination of activities required to complete the Project in a collaborative and integrated manner, as well as establishing procedures and processes necessary to achieve project goals, including the use of collaborative technologies. However, the PMT is not responsible for supervising employees or for construction means, methods, jobsite safety, techniques, sequences, and procedures, for which the construction manager continues to have responsibility and control.

The PMT establishes a meeting schedule and develops communication and management protocols. This includes whether and to what extent to co-locate team members. The owner, construction manager, architect, consultants, subcontractors, and other relevant entities may share information directly with each other. Both co-location and open information sharing are IPD principles and were identified by the stakeholders as essential elements of a successful collaborative project

The documents do not specify how co-location will be implemented as this may be done in various ways, from sharing on-site space to a remote or virtual arrangement. The idea is that proximity of project participants will facilitate easier communication and decision-making.

The same is true of open information sharing. The protocols developed by the PMT pursuant to Section 2.2.2 supersede the communication provision of A201-2017 Section 4.2.4, which generally requires that all communication with the owner is through the architect. However, if the PMT does not develop communication protocols, Section 2.2.2.1 specifies that the default is Section 4.2.4 of A201.

The scope of the PMT and the traditional scopes and responsibilities of the owner, architect, and construction manager are intended to be separate. This is also true of the allocation of risk. The responsibilities of the PMT and of each party have been carefully defined so as not to shift risk. If a user of these documents would want to modify them to give the PMT a greater role, consultation with an attorney and insurance advisor is strongly recommended.

Preconstruction Services

Addition of Design Phases under Preconstruction Services

When the construction management documents were updated in 2019, we interviewed construction managers and asked whether they would like to see a more defined preconstruction scope than was included in the 2009 documents. They did not want a more defined preconstruction scope because preconstruction services vary widely, and they preferred to be able to attach an exhibit to tailor any changes to the standard language. The 2019 update reflects that preference. A fill point was added at section 3.1.14 in which a description of other preconstruction services could be provided or a reference to an attached exhibit could be made.

For A135, we decided that it was appropriate to provide a more detailed scope of preconstruction services to provide for more collaboration between the construction manager, architect, and owner. A135 includes new sub-sections titled with the design phases. In addition, A135 uses the term Preconstruction Services instead of Preconstruction Phase to better align the owner/construction manager agreement with the owner/architect agreement, which uses the term "services" throughout the design phases.

The services in A135 and B135 are written to provide integrated services throughout the design phases. By contrast, the services in A133 are written in a more summary fashion, as in the provision below:

A133 § 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

For A135, we developed separate provisions for each of the design phases with a different level of specificity for each. The provision above, in the Schematic Design Phase in A135, is as follows:

A135 § 4.1.3.3 As the Architect progresses with the preparation of the Schematic Design Documents, the Construction Manager shall consult with the Owner and Architect and provide recommendations regarding constructability, materials, building systems, equipment selection, construction sequencing, and schedules, for the Owner's and Architect's consideration.

In the Design Development Phase of A135, the provision says:

A135 § 4.1.4.2 As the Architect progresses with the preparation of the Design Development Documents, the Construction Manager shall consult with the Owner and Architect to identify issues regarding constructability, detail development, construction sequencing, and other elements of the design that may result in inefficiencies, challenges, or conflicts during the construction of the Project.

The Construction Documents Phase contains this provision:

§ 4.1.5.2 As the Architect progresses with the preparation of the Construction Documents, the Construction Manager shall consult with the Owner and Architect about additional information and clarifications needed for the Construction Manager to be able to perform the Work. The Construction Manager shall consult with the Owner and Architect to identify issues that may result in inefficiencies, challenges, or conflicts during the construction of the Project.

The A135 provisions are coordinated with B135 so that there is an iterative process between the construction manager, architect, and owner through the design phases. Similar revisions were made with respect to sections on cost estimating, scheduling, etc. The goal is to have a more “real time” working relationship rather than a process that results in one meeting or one deliverable at a specific defined point, such as at the end of a design phase. This iterative process enables the owner to make timely decisions about the scope of the project and budget.

Pre-Design Phase

In addition to the Schematic Design, Design Development, and Construction Documents Phases in A135, both documents also include a Pre-Design Phase. In each document, the first step in the pre-design phase is the development of a Project Definition:

A135 § 4.1.2.1 The Construction Manager, Owner, and Architect shall jointly develop a Project Definition. The Project Definition shall identify goals for the Project, success factors, and critical risks and influences. The Construction Manager and the Owner shall review and approve the Project Definition as documented by the Architect.

Development of the Project Definition builds on the statement of Purpose, with the parties working collaboratively to identify and understand goals, success factors, and project risks.
Other items in the pre-design phase emphasize the importance of beginning to address important issues early in the process.

Constructability

What is needed to perform a constructability analysis changes as the development of the design progresses. Therefore, rather than using this term alone in the description of the construction manager's services through each design phase, we also specified scope items that may or may not be included as part of the assessment of constructability but that should be included in the construction manager's services in each phase. The excerpts of sections 4.1.3.3 and 4.1.4.2 above illustrate this approach. This has not changed the construction manager's traditional scope or risk allocation but sets forth a more tailored definition of the scope of the construction manager's services as the design phases progress than is set forth in A135.

Page-by-Page Review

The A135 Owner/Construction Manager agreement and the B135 Owner/Architect agreement contain language requiring the owner, architect, and construction manager to meet prior to the end of each design phase to perform a page-by-page review of the documents. For example, the following provision is from A135:

A135 § 4.1.3.5 At the conclusion of the Schematic Design Phase, the Construction Manager shall meet with the Owner and Architect to perform a page-by-page review of the Schematic Design Documents to confirm the scope of the Work, Project schedule, and estimate of the Cost of the Work, each in terms of the other.

This requirement is part of the collaborative process, intended to ensure that the parties meet together at several intervals to review the documents and confirm that the scope, schedule, and estimate are aligned with the requirements of the documents. The detailed review is to enable the parties to make any necessary adjustments through the design process so that the design and estimate conform to the owner's budget. The product of the meeting is captured in the following provision:

A135 § 4.1.3.6 If revisions are required to the scope of the Work, Project schedule, or estimate of the Cost of the Work to comply with the Owner's Budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Construction Manager, Owner, and Architect shall determine appropriate solutions to be incorporated during the Design Development Phase.

Similar provisions are included in each phase. B135 contains language to correlate with the requirements of A135 and to address revisions to documents that might be needed after the page-by-page review in each phase.

The intent is that, by working closely together throughout the early design phases and development of the documents, major revisions will not be needed in the Construction Documents Phase. The goal is fewer changes in the Construction Phase and project completion on schedule and on budget.

Design Assist and Design Delegation

As part of the collaborative process, consideration into bringing on design assist and design delegation entities, in addition to other types of subcontractors and consultants, should be made early.

A135 retains the A133 incorporation by reference of A201-2017 section 3.12.10, Professional Services, into Preconstruction Services. That section addresses professional design services or certifications by a design professional related to systems, materials, or equipment that are specifically required of the Contractor by the Contract Documents. A new provision was also added into the Construction Documents Phase in A135:

§ 4.1.5.3 If professional design services or certifications by a design professional related to systems, materials, or equipment are required to be provided by the Construction Manager as part of its Preconstruction Services, the Construction Manager shall obtain documentation from those design professionals for the Architect to coordinate with the Construction Documents.

A corollary provision was added in the Construction Documents Phase of B135, Section 4.6.2.1, requiring the architect to coordinate the documentation obtained from the construction manager with the Construction Documents.

The language in the documents is not intended to place design responsibility or liability on the construction manager except as set forth in A201–2017 Section 3.12.10 which, as noted, was already applicable in A133. That section entitles the construction manager to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents.

The AIA Contract Documents program publishes two agreements that may be used for design assist and delegated design services: AIA Document C403™–2021, Standard Form Agreement Between Client and Consultant for Design Assist Services and AIA Document C404™–2021, Standard Form Agreement Between Contractor and Consultant for Delegated Design Services. These documents allow the parties to define the scope of these services and provide applicable terms and conditions.

Construction Phase

Early Release Work

When A133 was updated in 2019, it was recognized that there is not always a bright line between the end of preconstruction and the start of construction. A new provision was added to A133 to allow for specified work to be started prior to agreement on a Guaranteed Maximum Price. That section, 3.3.1.2 in A133, remains in A135 as section 4.3.1.2:

§ 4.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

After A133-2019 was published, the AIA Contract Documents program developed a new form that could be used to satisfy the written agreement requirement of this section, AIA Document G735-2021, Authorization to Proceed with Early Release Work. This form can also be used with A135. G735 can be edited to include a reference in the first section to A135.

Construction Phase Revisions

The General Conditions document for A135 and B135 is A201-2017, which contains most of the provisions governing the construction phase. As discussed previously, preconstruction is where the advance work is done to provide for more collaboration and a smoother process in the construction phase. As such, most of the document revisions were in preconstruction, with the expectation that the process would carry over into construction. The role of the PMT is important here, as the PMT provides the protocols for co-location, communications, and meetings that will occur in both preconstruction and construction.

Revisions made in A135 and B135 in the construction phase include a meeting between the construction manager, owner, and architect to discuss the construction schedule for the Work and the submittal schedule, and to establish priorities to maximize efficiencies of the submittal process.

Although changes were not made to the standard language with respect to items such as site visits and timing of responses for RFIs, the frequency of meetings, more open communications, and co-location requirements should facilitate responsiveness in those areas. Collaboration in the construction phase may also be enhanced by the development of the BIM protocols.

Compensation and Incentives

The form of compensation used in A135 is the same as that used in A133, Cost of the Work Plus a Fee with a Guaranteed Maximum Price. IPD documents often use the concept of Target Cost as the compensation method. Target Cost arrangements vary but typically involve the setting of a Target Cost based on anticipated design and construction costs without including profit and an incentive/profit structure based on savings from coming in below the Target Cost. This method is more appropriate for a multi-party agreement where the architect is also a party and the same compensation method applies to all. Contingencies may also be structured in various ways, such as a project contingency pool.

The GMP method is commonly used in construction management projects. We did not think users of these collaborative projects documents would want to change the compensation structure and implement the complexity of a target cost arrangement. For these reasons, we left it the same as in A133. However, we added a fill point in both A135 and B135 for performance incentives, leaving it up to the parties to determine the types of incentives they may want to incorporate to encourage collaboration. There can be a wide range of incentives, ranging from team events when goals are reached to monetary incentives. Here, the parties can be creative and flexible. Some types of incentives are suggested in the parenthetical following the fill point:

A135, § 7.1.7; B135 § 12.4 Performance Incentives, if any:

(Insert provisions for early completion or other bonuses, sharing of cost savings, or other performance incentives, if any, for the Project or portions of the Project.)

Another revision made to the B135 Owner/Architect agreement is the deletion of previous section 1.1.5 in B133, which provided a checkbox to indicate whether the owner was retaining a construction manager pursuant to A133-2019 or A134-2019. Because there is not a collaborative projects agreement based on A134, which is for Cost of the Work Plus a Fee Without a Guaranteed Maximum Price, this section is not needed in B135.

A201-2017, General Conditions, is written for use with A133 or A134. Accordingly, it contains language for the alternatives of whether or not there is a Guaranteed Maximum Price. If users of A135 wish to edit A201 to be specific to only to apply to a Guaranteed Maximum Price, they may look at the revisions that are suggested in A503-2017/2019, Guide for Supplementary Conditions, Including Amendments to AIA Documents A201, the 2017 Owner/Contractor Agreements, and the 2019 Owner/Construction Manager as Constructor Agreements. This document is available for free download. Along with providing model language for various supplementary conditions, A503 also contains language for use of A201-2017 with A133-2019 which would also be applicable to use of A201 with A135. However, these edits are not mandatory, and A201 may be used with A135 without making those edits.

Dispute Resolution

A feature of collaborative projects is early resolution of disputes, which keeps the project on time and budget and also facilitates the positive working relationship that entities involved in these projects strive to achieve. In A135 and B135, revisions were made to the standard dispute resolution procedures in A133 and B133.

Project Management Team as Initial Decision Maker:

In A135 and B135, the PMT serves as the Initial Decision Maker (IDM) for claims between the owner and the construction manager. The PMT works together as a team to manage the day-to-day running of the project, and therefore is in the best position to make an initial decision on a claim. The team approach to resolution of issues is more in keeping with a collaborative approach than a single entity serving as the IDM. The PMT is motivated to resolve claims to keep the project moving forward. Article 15 of A201-2017 applies to the PMT as IDM, as well as the other obligations included in Article 15, including the construction manager's duty to continue performance of the Contract pending final resolution of a claim and the owner's duty to continue to make payments in accordance with the Contract Documents.

The PMT's decision on a claim must be unanimous. If it is not, the next step is a meet and confer.

Addition of Meet and Confer

The requirement of a meet and confer session has been added as an intermediate step between the initial decision and mediation. The meet and confer session is attended by representatives who have authority to bind the owner and construction manager, who will typically be different individuals than the PMT members. The architect provides assistance and may also be requested by the owner or construction manager to attend the meet and confer session.

This step is designed to give the owner and construction manager an opportunity to resolve a claim before going to mediation, which incurs costs, and then binding dispute resolution. It recognizes that there may be different motivations at the executive level to settle a claim that the PMT may not be able to take into consideration. Here, the senior representatives of the owner and construction manager have the means to consider such reasons; for example, wishing to continue to do business together on other projects.

Assuming the parties have entered into the collaborative project intending to have positive working relationships through the course of the project, this interim step gives them another forum to try to achieve that goal prior to formal dispute resolution.

Binding Dispute Resolution

If the meet and confer session is not successful in resolving the claim, the standard steps of mediation followed by a selected binding dispute resolution method will apply.

Owner/Architect Agreement

B135 contains provisions requiring the PMT to serve as the IDM because the architect is a member of the PMT. B135 also contains the requirements that the architect assist the owner and construction manager, and that the architect may be requested to attend the meet and confer session. However, the IDM and meet and confer provisions only apply to claims between the owner and the construction manager. Claims between the owner and the architect remain the same in B135 as in B133, with mediation followed by binding dispute resolution.

Subcontractors and Suppliers

A135 does not address dispute resolution in subcontractor or supplier agreements, but the construction manager may wish to consider implementing a similar team approach to disputes between the construction manager and major subcontractors and suppliers.

IV.
Conclusion

A135 and B135 have been developed to assist the industry to achieve greater collaboration, with enhancements to the familiar construction manager as constructor delivery method. We hope that goal has been achieved and that industry stakeholders are willing to take the extra steps described in these documents to enhance the quality of their working relationships and achieve success in their projects.