

Standard Modifications to AIA A201-2017, SCOSE Version, CM-R Project

This document is to be attached and referenced in Article 16 of the AIA A201-2017, SCOSE Version, as “Standard Modifications to AIA A201-2017, SCOSE Version, CM-R Project” for projects utilizing Construction Manager at Risk as the project delivery method and the AIA A133-2019, SCOSE Version, as the Agreement.

1. *Delete the sentence in Section 1.1.1.4 and substitute the following:*

Any reference in this document to the Agreement between the Owner and Construction Manager, AIA Document A133, or some abbreviated reference thereof, shall mean AIA Document A133-2019 Standard Form of Agreement Between Owner and Construction Manager as Constructor, SCOSE Version.

2. *In the first sentence of Section 1.6.3, replace “Section 8.3.2” with “Section 1.1.12”. In the second sentence of 1.6.3 replace “Section 8.2.2” with “Section 1.1.8”.*

3. *Add the following:*

§ 1.6.4 Any reference in the Contract Documents to the Owner, Architect, or Contractor taking action or rendering a decision with a “reasonable time” or “reasonable promptness” is understood to mean no more than ten (10) days, unless otherwise specified in the Contract Documents or otherwise agreed to by the parties.

4. *Delete the language of Section 5.2.5 and substitute the word “Reserved”.*

5. *Delete Section 7.1.5 in its entirety and substitute the following:*

§ 7.1.5 The combined overhead and profit included in the total cost to the Owner for a change in the Work shall be based on the following schedule:

- .1 For the Subcontractor, the Work performed by the Subcontractor’s own forces not to exceed, « »% of the Subcontractor’s actual costs.
- .2 For the Subcontractor, the Work performed by a sub-subcontractor’s forces not to exceed, « »% of the sub-subcontractor’s actual costs (not including the sub-subcontractor’s overhead and profit).
- .3 For each sub-subcontractor, the Work performed by the sub-subcontractor’s own forces not to exceed, « »% of the sub-subcontractor’s actual costs.
- .4 Cost to which overhead and profit is to be applied shall be determined in accordance with Section 7.3.4.

The percentages cited above shall be considered to include all indirect costs including, but not limited to field and office managers, supervisors and assistants, incidental job burdens, small tools, and general overhead allocations.

6. *In the second sentence of Section 7.1.7, replace “Section 9.1.9” with “Section 15.2.7”.*

7. *Delete the first sentence in Section 9.2.1 and substitute with the following:*

The Contractor shall submit a schedule of values to the Architect within ten (10) days of the execution of Exhibit “A”, allocating the entire sum of the GMP to the various portions of the Work.

8. *In Section 13.3.3, replace “A.3.2.2 Contractors Liability Insurance (A101, Exhibit A)” with “B.3.2.2 Commercial General Liability (AIA A133-2019, Exhibit B)”*

9. *In Section 13.3.3, replace “A.3.5 Performance and Payment Bond (A101, Exhibit A)” with “B.3.5 Performance Bond and Payment Bond (AIA A133-2019, Exhibit B)”*