

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 the AIA A201-2017, SCOSE Version, CM-R Project” for projects utilizing Construction Manager at Risk as the project delivery method and the AIA A133-2009, SCOSE Version, as the Agreement.

1. *Delete the first sentence of the second paragraph 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 A133-2009 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 11.6.2”. In the second sentence of 1.6.3 replace “Section 8.2.2” with “Section 11.5.2”.*

3. *Add the following as Section 3.10.4:*

§ 3.10.4 The Construction Schedule shall be in a detailed precedence-style critical path management (CPM) or primavera-type format satisfactory to the Owner and the Architect that shall also (1) provide a graphic representation of all activities and events that will occur during performance of the Work; (2) identify each phase of construction and occupancy; and (3) set forth milestone dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents.

- .1** Upon review by the Owner and the Architect for conformance with milestone dates and Construction Time given in the Bidding Documents, with associated Substantial Completion date, the Construction Schedule shall be deemed part of the Contract Documents and attached to the Agreement as an Exhibit. If returned for non-conformance, the Construction Schedule shall be promptly revised by the Contractor in accordance with the recommendations of the Owner and the Architect and resubmitted.
- .2** The Contractor shall monitor the progress of the Work for conformance with the requirements of the Construction Schedule and shall promptly advise the Owner of any delays or potential delays. Whenever the Construction Schedule no longer reflects actual conditions and progress of the Work or the Contract Time is modified in accordance with the terms of the Contract Documents, the Contractor shall update the Construction Schedule to reflect such conditions.
- .3** In the event any progress report indicates any delays, the Contractor shall propose an affirmative plan to correct the delay, including overtime and/or additional labor, if necessary.
- .4** In no event shall any progress report constitute an adjustment in the Contract Time, any milestone date, or the Contract Sum unless any such adjustment is agreed to by the Owner and authorized pursuant to Change Order.

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

5. *Delete Section 7.1.5.1 through 7.1.5.4 in its entirety and substitute the following:*

§ 7.1.5.1 To each Subcontractor for work performed by the subcontractor’s own forces, 17% of the Subcontractor’s actual costs.

§ 7.1.5.2 To each Subcontractor for work performed by a sub-subcontractor, 10% of the sub-subcontractor’s actual costs (not including the sub-subcontractor’s overhead and profit).

§ 7.1.5.3 For any adjustment to the Contract Sum, the Construction Manager’s Fee shall be as set forth in Section 5.1.1 of the Agreement.

6. *In the second sentence of Section 7.1.7, replace “Section 9.1.9” with “Section 12.2.2”.*

7. *In the first sentence of Section 7.2.1, replace “...Form SE-380, Construction Change Order” with “...Form SE-480, Change Order to CM-R Contract”.*

8. *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.

9. *In Section 13.3.3, replace “A.3.2.2 Contractors Liability insurance (A101, Exhibit A)” with “8.2.5.2 Commercial General Liability (Standard Modifications to the AIA A133-2009, SCOSE Version)”.*
10. *In Section 13.3.3, replace “A.3.5 Performance and Payment Bond (A101, Exhibit A)” with “8.2.8 Performance Bond and Payment Bond (Standard Modifications to the AIA A133-2009, SCOSE Version)”.*