

**Summary of Changes to
the Conditions of the Agreement
1999 version → 2005 version**

Article I – Owner’s Responsibilities

C. Adds specifics to what Owner shall furnish in Project guidelines, including functional requirements, technical requirements, site requirements, sustainable design requirements, and any other conditions peculiar to the Project that may affect the design, location, schedule, or cost.

Article II – Basic Services of A/E

A. General Items

8. Adds sustainable design requirements in the list of requirements for the A/E to ascertain from the Owner.

D. Construction Documents Phase

3. Original drawings shall be prepared using CAD or may be approved to be hand drawn.

6. b) Adds language for the total of base bid and additive alternates estimates to not exceed the MACC unless approved prior to bidding by the Owner.

6. e) Adds: Plan Review approvals from all Authorities Having Jurisdiction shall be secured prior to advertising for bid, unless approved in advance by the Owner.

E. Bidding Phase

1. & 2. Separates functions of issuing documents and conducting Pre-bid Conference into different paragraphs.

1. Allows Owner to elect to distribute Bid Documents. Adds A/E shall be responsible to issue the Bid Documents...Deletes “recording receipt and return of deposits for bid documents” and the last sentence regarding non-returned plan deposits as the intent is to go to on-demand printing with the contractors paying for the sets with no deposit.

4. Spells out options Owner may take when bids come in higher than the MACC, in what circumstances the A/E will be compensated for additional work, and in what circumstance the A/E must modify the documents to conform to the MACC without additional compensation. Printing and distribution of Bid Documents remain a reimbursable in the case of rebidding.

F. Construction Phase

2. Deletes and moves additional Preconstruction presentations to Additional Services.

5. Adds advising the Contractor (and not just the Owner) of Work that does not conform to the Contract Documents.

8. Deletes A/E’s review of independent testing firm’s billing, as the Owner contracts these separately.

G. Construction Completion Phase

3. As the Basic Service, allows 45 days for the A/E to review the project field record drawings and specifications from the Contractor for clarity and completeness, and moves the *modification* of field drawings to be an Additional Service.

Article III – Additional Services and Reimbursables

B. 2. Broadens the language to allow “additional on-site representation” beyond what is already provided in Basic Services, and not just a “full-time on-site representative.”

B. 4. Revises name of Energy Conservation Report to Energy Life Cycle Cost Analysis and changes “Architectural Lighting Consultant” to “Specialized Lighting Consultant.”

B. 21. Deletes separate item for Life Cycle Cost Analyses as already is included in B. 4.

B. 21. (re-numbered item) Addresses VE and Constructability Reviews and adds that the incorporation of Constructability Review comments that clarify the Documents without changing the scope of work is not an additional service.

B. 22. (New item) Adds registration, documentation, and services associated with sustainable design project certification with the US Green Building Council’s Leadership in Energy and Environmental Design (LEED) or equivalent process as an additional service. Sustainable design itself is considered part of Basic Services as the Owner defines it in the Project guidelines.

B. 23. (New item) Moves *additional* preconstruction presentations to Additional Services.

B. 24. (New item) Adds modification of field drawings and specifications to Record Drawings.

B. 25. (New item) Adds providing a list and complete matrix of tests and inspections required for the Project.

C. In an attempt to get to a stipulated time in the Agreement for Construction Phase services, by deleting the phrase “by more than 10%” better defines when the A/E is entitled to Additional Services compensation when the Construction period exceeds the time in the Construction Contract.

D. 2. Clarifies that printing and distribution of Bid Documents is a reimbursable and deletes the exception associated with rebidding.

Article VI – Compensation for Basic Services

A. Clarifies design fee in second sentence to read: “The MACC, for the purpose of calculating the fee for Basic Services, is not adjusted at the time of the Construction Contract Award.”

F. Adds Owner shall make payments for Construction Completion Phase services upon approved completion of requirements through reviewing field record sets. The warranty period assistance is not expected to be invoiced or paid monthly.

Article VIII – Compensation for Changes During Construction

A. 6. (New item) “If authorized change is: An item of work added to the Project that does not require A/E’s services, ... the compensation shall be: No additional compensation.”

Article IX – MWBE Participation

- A. Adds reporting use of “self-identified” firms along with certified firms.
- B. Changes statement of participation to be submitted with each invoice.

Article X – Termination and Suspension

- B. Deletes ambiguous phrase involving unknown percentages. Adds “There shall be no payment for anticipated profit, unperformed services, or unabsorbed overhead.
- C. Gives title to Suspension by Owner paragraph.
- E. Gives title to Termination by A/E paragraph.

Article XI – General Requirements

- E. 2. a) (1) Commercial General Liability, General Aggregate limit increased to \$2 million.
- E. 4. Professional Liability – Adds \$1 million limit for projects with a MACC of greater than \$500,000.

Article XII – Quality Assurance

- A. General Requirements require QA program on all projects.
- B. Specific Requirements address when written QA program is turned in to Owner - required for projects greater than \$1 million, but may be requested for projects less than \$1million.

Attachment A -

Deleted, as this information will be contained in the Agreement.

Attachment B

Becomes Attachment A

Adds language for Universal Design and Sustainable Design.

Attachment C

This Document Review Process had been proposed as an additional attachment but will not be included.