

**Article 13      Supplementary Amendments to the State of Minnesota State/Designer Basic Services Agreement when using the Construction Manager at Risk Project Delivery Method**

13.1 By incorporating this Article 13, the Consultant acknowledges and accepts that the Owner intends to construct the Project using the Construction Manager at Risk delivery method. Therefore, the Owner and the Consultant hereby agree that the terms of the preceding Agreement are supplemented and/or modified as indicated below.

13.2 The following terms of the preceding Agreement are amended by incorporating the new paragraphs below. For clarity purposes, all new contract language is indicated by *italics*.

**Article 1 – General Requirements**

**1.2      State’s Consultant’s Responsibilities**

*Add 1.2.2      The Owner has appointed a Construction Manager for this project (the “Construction Manager” or “Contractor”), and the Consultant shall coordinate its Services (Basic and Additional) hereunder with the Construction Manager. The Consultant hereby acknowledges such appointment.*

*.1 Should the need arise and upon request and additional negotiated compensation by the Owner, the Consultant shall provide additional services in connection with a public hearing, mediation, arbitration proceeding, or legal proceeding, except where Consultant is party thereto. The additional compensation shall be negotiated.*

*.2 Should the need arise and upon request and additional negotiated compensation by the Owner, the Consultant shall provide additional services made necessary by the termination of Construction Manager but only to the extent such services exceed the level of service that would have been provided in the absence of a termination of Construction Manager.*

*.3 The Consultant shall notify the Owner and obtain prior approval, before beginning any additional work or any additional services not included in the Consultant’s contract with the Owner. The Owner shall not be obligated to pay additional fees or compensation to the Consultant, for the Consultant’s failure to notify the Owner and obtain prior approval for any additional work that is performed by the Consultant or Consultant’s officers, agents, employees, subcontractors, consultants and any persons or entities for whom Consultant is responsible.*

*.a Exceptions: The Consultant may perform additional work or provide additional services without the Owner’s prior approval should the additional work or services be required to address emergency situations or conditions that threaten the health, safety, welfare, or damage to property. The Consultant shall immediately notify the Owner when practical.*

*Add 1.2.3      CONSULTANT STANDARD OF CARE; CONSTRUCTION MANAGER AT-RISK MODE OF CONTRACTING. The Consultant, its officers, agents, employees, subcontractors, consultants and any persons or entities for whom Consultant is responsible, shall provide all services pursuant to this Agreement in a manner consistent with the standard of care under Minnesota law applicable to those who specialize in providing such services for projects of the type, scope, and complexity of the Project; such services shall be provided in a manner consistent with the Construction Manager At-Risk Mode of Contracting as defined herein, which will require Consultant, at no additional cost to the Owner, to prepare plans and specifications for discrete portions of the Work that can be incorporated into separate*

*Bid Packages for the various Subcontractors who will construct the Project. Such Subcontracts may be awarded concurrently with other subcontracts or individually, at different points in time, which may result in the Consultant completing portions of the design after commencement of construction of the Project and/or providing Construction Phase services before completion of all design phase services. The design work for each separate Bid Package shall separately be subject to all requirements applicable to the various phases set forth in this agreement and shall be performed in a manner consistent with the construction budget and Project Schedule.*

*Add 1.2.4 The Consultant shall participate in and assist the Owner in the selection process of obtaining the Construction Manager at Risk. This includes, but is not limited to, review of, and advisement on, the prequalification Request For Qualifications document, the Request For Proposals, and performing as technical advisor to the Owner's CM at Risk selection committee. Work includes reviewing all proposal responses and attending CM at Risk evaluation meetings and interviews.*

*Add 1.2.5 "The Consultant shall participate in and assist the Owner in the review of, and advisement on, the Construction Managers GMP Proposal. This GMP Proposal will include the qualifications, assumptions, exclusions, value engineering and all other requirements identified. The Consultant shall submit a written review with recommendations.*

*Add 1.2.6 Following Owner's Approval of the GMP Proposal, the Consultant shall be responsible for developing the Construction Documents, consisting of plans and specifications, setting forth in detail, and incorporating the requirements contained in the GMP Proposal. Furthermore, the Consultant shall participate in the documentation of the Construction Manager's GMP Proposal so as to adequately understand the contents of the Proposal and ultimately confirm that the Construction Documents, when complete, reflect all qualifications, clarifications and assumptions contained within the GMP Proposal. The Consultant and the Construction Manager shall jointly provide a monthly status report stating the progress of the incorporation of the GMP qualifications, clarifications, assumptions, exclusions and value engineering and all other requirements identified in Attachment 1 To Exhibit D, into the Construction Documents."*

*.1 Should the design and construction documents be 100% complete at the time a GMP Proposal is requested and received; and, should the GMP amount that is proposed by the Construction Manager be in excess of, or less than, the State's Budgeted Cost of Construction, the Consultant shall participate in value engineering with the Construction Manager and Owner and carry out redesign and rework of the construction documents at no cost to the Owner.*

*Add 1.3.1 **Each Work Order under the Master Contract** will containing a schedule for completion of each of the phases of services to be performed by Consultant pursuant to this Agreement, **and any Work Orders written under this Agreement.** The project schedule contains milestone dates which have been established or as modified by the Owner to reflect current conditions. Supplemental activities shown on the schedule, and any associated dates not yet defined, shall be determined at such time when both parties and the Construction Manager mutually agree that the project is sufficiently developed and documented. The Consultant shall coordinate with the Construction Manager in the preparation and maintenance of the schedule for performance of the professional services for the Project, including the Consultant's services. Changes in this schedule may be made only with the written approval of Owner. Consultant shall perform all of its services in accordance with the then-current schedule approved by Owner.*

*Add 1.3.2 Consultant acknowledges that the project schedule is of the utmost importance to Owner. The Consultant shall comply with all time requirements of the Project Schedule, (and all revisions and updates thereto). The Project Schedule shall be revised and updated from time to time by the Owner and then provided in revised or updated form to the Consultant by the Owner. The Project Schedule shall include time requirements for completion of Consultant's services. Consultant shall be obligated to participate in the development of the Project Schedule, shall be provided an opportunity to comment upon*

*and propose revisions to the Project Schedule prior to release and/or publication of the Project Schedule, and shall be provided an opportunity to comment upon and propose changes to all revisions of and updates to the Project Schedule prior to release and/or publication thereof. Consultant's failure to comply with the Project Schedule (and all revisions and updates thereto) may cause economic damages to the Owner including but not limited to claims by the Construction Manager to be compensated for delays in construction of the Project, claims by the Construction Manager for acceleration of construction to compensate for delays caused by the Consultant, and damages incurred by the Owner as a result of its inability to use the Project in the manner and within the time anticipated by the Owner.*

*Add 1.3.3 CONSULTANT WORK PLAN. Consultant shall submit its proposed work plan and Project Schedule for the performance of Consultant's services within 30 calendar days following the later of (1) the execution date of a **Work Order**, or (2) the date on which Owner authorizes Consultant to begin performing Schematic Design Phase services. Consultant's work plan shall include without limitation, a schedule for how Consultant will comply with Project Schedule. The Owner will consider Consultant's proposed work plan in preparing revisions and updates to the Project Schedule. Consultant shall regularly provide information to the Owner regarding Design concerning its ability to comply with the Project Schedule (and any proposed revisions or updates thereto), and shall revise its work plan to conform to each revision of and/or update to the Project Schedule. Consultant's work plan shall include allowances for the periods of time required for Owner's review and approval of submissions and for approvals by authorities having jurisdiction over the Project.*

*.1 At a minimum the Consultant shall conduct **weekly** design meetings with the Owner and Owner's various user agency individuals, groups, stakeholders. The Consultant shall include in their proposed work plan, the frequency of design meetings to be held requiring Owner's attendance describing the times and the various user agency individuals, groups, stakeholders of the Owner's who will be required to attend design meetings.*

## **Article 2 Schematic Design Phase**

*Add 2.1.1 Based on the mutually agreed upon Program, Budgeted Cost of Construction, and the Project Schedule, the Consultant shall prepare sufficient alternative approaches and options to design and construction of the Project to satisfy Owner's requirements and shall, at completion of this phase, submit Schematic Design Documents in accordance with a Work Order, and Exhibit G -Design Guidelines. The Consultant shall review alternative approaches to design and construction for the Project and the Schematic Design Documents as they are being prepared at intervals appropriate to the progress of the Project with the Owner and Construction Manager at the Project location or other location specified by the Owner. The Consultant shall provide the Construction Manager with copies of the Consultant's documents at the Construction Manager's expense to assist the Construction Manager in fulfilling its responsibilities to the Owner.*

*Add 2.1.2 The Consultant shall direct the preparation of a detailed estimated cost of construction as described in paragraph 1.5.2 to confirm compliance with the Owner's Budgeted Cost of Construction and include it with the completed Schematic Design Documents. The Consultant shall review its construction cost estimate in comparison with the construction cost estimate prepared by the Construction Manager, and shall reconcile any differences between the two construction cost estimates in coordination with the Construction Manager. If the Consultant is unable to reconcile all differences between the two construction cost estimates with the Construction Manager, then the Consultant shall provide a detailed explanation of the differences to the Owner.*

*Add 2.1.3 The Consultant shall participate in a final review of the Schematic Design Documents with the Owner and Construction Manager at the Project location or other location specified by Owner. Prior to the Owner's approval of the Schematic Design Documents, the Consultant shall*

*incorporate such changes as are necessary to satisfy the Owner's review comments, any of which may be appealed for good cause.*

### **Article 3 Design Development Phase**

*Add 3.1.1 Based on the approved Schematic Design Documents and any adjustments to the Program or Budgeted Cost of Construction authorized by the Owner, the Consultant shall prepare, for approval by the Owner and review by the Construction Manager, Design Development Documents in accordance with Owner's written requirements to further define and finalize the size and character of the Project in accordance with Owner's Design Guidelines and any additional requirements set forth in a Work Order. The Consultant shall review the Design Development Documents as they are being prepared at intervals appropriate to the progress of the Project with the Owner and Construction Manager at the Project location or other location specified by Owner. The Consultant shall provide the Construction Manager with copies of the Consultant's documents at the Construction Manager's expense to assist the Construction Manager in fulfilling its responsibilities to the Owner.*

*Add 3.1.2 The Consultant shall direct the preparation of a detailed estimated cost of construction as described in paragraph 1.5.2 to confirm compliance with the Owner's Budgeted Cost of Construction and include it with the completed Design Development Documents. The Consultant shall review its construction cost estimate in comparison with the construction cost estimate prepared by the Construction Manager, and shall reconcile any differences between the two construction cost estimates in coordination with the Construction Manager. If the Consultant is unable to reconcile all differences between the two construction cost estimates with the Construction Manager, then the Consultant shall provide a detailed explanation of the differences to the Owner.*

*Add 3.1.4 At the completion of the Design Development Phase, or such other time as Owner may specify to Consultant, at Owner's sole option and discretion, Owner will furnish Consultant with a Guaranteed Maximum Price proposal prepared by Construction Manager based upon the Design Development Documents prepared by the Consultant and approved by the Owner. The Consultant shall assist the Owner and advocate the Owner's interests in Owner's negotiations with the Construction Manager in an effort to develop a Guaranteed Maximum Price proposal acceptable to Owner, in Owner's sole option and discretion. If the Owner does not accept the Construction Manager's Guaranteed Maximum Price proposal, the Consultant shall participate with the Owner and Construction Manager in constructability reviews and shall revise the documents as necessary in order to reach an agreement. If Construction Manager's Guaranteed Price proposal exceeds the cost quantity survey furnished to Owner by Consultant, and Owner directs Consultant to revise the documents, then Consultant shall revise the documents at its own expense so that the Guaranteed Maximum Price proposal for constructing the Project shall not exceed the Owner's Budgeted Cost of Construction and any previously approved construction cost estimate. If it is determined to be in the Owner's best interest, instead of requiring the Consultant to revise the drawings and specifications, the Owner reserves the right to accept a Guaranteed Maximum Price proposal that exceeds the stipulated Budgeted Cost of Construction. The Consultant shall analyze the final Guaranteed Maximum Price proposal document, together with its supporting assumptions, clarifications, and contingencies, and shall submit a detailed written analysis of the document to the Owner. Such analysis shall include, without limitation, reference to and explanation of any inaccurate or improper assumptions and clarifications.*

*Add 3.1.4 After the Guaranteed Maximum Price has been accepted by the Owner, the Consultant shall incorporate into the Design Development Documents any revisions which are necessary due to inaccurate assumptions and clarifications made in the development of the Guaranteed Maximum Price.*

## **Article 4 Construction Document Phase**

*Add 4.1.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the Project's Budgeted Cost of Construction authorized by the Owner, the Consultant shall prepare, for approval by the Owner and review by the Construction Manager, Construction Documents consisting of Drawings and Specifications in accordance with Owner's written requirements setting forth in detail the requirements for construction of the Project, including, without limitation, Owner's Design Guidelines and any additional requirements contained in Exhibit A-Scope of Services. The plans, drawings and specifications for the entire Project shall be so prepared that same will call for the construction of the building and related facilities, together with its built-in permanent fixtures and equipment which will cost not more than the Guaranteed Maximum Price accepted by Owner, or the Budgeted Cost of Construction established by Owner if no Guaranteed Maximum Price proposal has been accepted by Owner. The Consultant will be responsible for managing the design to stay within such Guaranteed Maximum Price proposal or Budgeted Cost of Construction. The Consultant shall review the Construction Documents as they are being prepared at intervals appropriate to the progress of the Project with the Owner and Construction Manager at the Project location or other location specified by Owner. The Consultant shall provide the Construction Manager with copies of the Consultant's documents at the Construction Manager's expense to assist the Construction Manager in fulfilling its responsibilities to the Owner.*

*Add 4.1.2 The Consultant shall advise the Owner and Construction Manager on matters such as construction phasing and scheduling, bid or proposal alternates, special cash allowances, liquidated damages, the construction contract time period, and other construction issues appropriate for the Project. The Consultant shall assist the Owner and Construction Manager in the preparation of the necessary subcontract or trade work bidding information, bidding forms, RFP information, and RFP forms, and the Conditions of the Contract.*

*Add 4.1.3 The Consultant shall direct the preparation of a detailed construction cost estimate as described in paragraph 1.5.2 to confirm compliance with the Owner's Budgeted Cost of Construction and include it with the completed Construction Documents. The Consultant shall review its construction cost estimate in comparison with the construction cost estimate prepared by the Construction Manager, and shall reconcile any differences between the two construction cost estimates in coordination with the Construction Manager. If the Consultant is unable to reconcile all differences between the two construction cost estimates with the Construction Manager, then the Consultant shall provide a detailed explanation of the differences to the Owner.*

*Add 4.1.4 The Consultant shall participate in a final review of the Construction Documents with the Owner and Construction Manager at the Project location or other location specified by Owner. Prior to the Owner's approval of the Construction Documents, the Consultant shall incorporate such changes as are necessary to satisfy the Owner's review comments.*

## **Article 5 Bidding Phase**

*Add 5.1.1 In conjunction with the development of the Guaranteed Maximum Price and at other times as appropriate to the Project, the Consultant shall assist the Owner and Construction Manager with activities of subcontract/trade work bidding by reviewing the Construction Manager's RFQ to prequalify subcontractors and selection of qualified subcontractors. Construction Manager's Bid and Request for Proposal ("RFP") Documents and receiving and resolving questions about Bid and RFP Documents; preparing addenda, issuing addenda, and accounting for addenda issued; attending pre-bid and pre-proposal conferences; obtaining and evaluating bids and proposals. Consultant shall answer inquiries from bidders and proposers at Owner's request, and shall prepare and issue any necessary addenda to the bidding or proposal documents.*

*Add 5.1.2 The Consultant shall assist the Owner and Construction Manager in review of the prequalification and award of subcontractor/trade work bids including prequalification and bids for multiple Bid Packages for the Project. Multiple Bid Packages may be assembled and bid concurrently as a portion of the Project. Portions of the Project will be bid separately from other portions. During bidding of each Bid Package, Consultant shall assist in document clarification and in the preparation of Addenda as required for issuance. The Consultant shall attend all scheduled pre-bid conferences and jobsite visits.*

*Add 5.1.3 If the lowest responsive bid for a Bid Package exceeds the Construction Budget for the Bid Package by more than 5%, the Owner may, at its discretion, (1) authorize rebidding of the Bid Package within a reasonable period of time; or (2) require Consultant, at Consultant's expense, to modify the design and the corresponding Construction Documents or Design Package(s) for Bid Package, in order to reduce the Estimated Construction Cost for the Bid Package to a level that falls within the Budgeted Cost of Construction for the Bid Package; or (3) award the Bid Package; reduce the Construction Budget for Bid Packages to be bid at a later time by an amount commensurate with the amount by which the lowest responsive bid exceeds the Budgeted Cost of Construction for the Work of the Bid Package; and require Consultant, at Consultant's expense, to modify the design and corresponding Construction Documents to be included in Bid Packages to be bid later in time so that the Estimated Construction Cost for such Bid Packages is consistent with the reduced Budgeted Cost of Construction. Modifications proposed by Consultant shall require Owner approval prior to incorporation into the revised documents.*

## **Article 6 Construction Phase**

*Add 6.1.1 When the Owner employs a Construction Manager at Risk Project Delivery Method, the Construction Phase shall commence with the acceptance of the Construction Manager's Guaranteed Maximum Price (or acceptance of a partial Guaranteed Maximum Price for a stage or phase) and issuance of a Notice to Proceed to the Construction Manager and terminate sixty (60) days after Final Payment to the Contractor is made, or when all of Consultant's services have been satisfactorily performed, whichever occurs later.*

*Add 6.1.2 The Consultant shall be a representative of the Owner during the Construction Phase, and shall advise and consult with the Owner. Instructions to the Contractor shall be forwarded through the Consultant and all communication by and with the Consultant's consultants shall be through the Consultant, except that the Owner reserves the right to communicate directly with the Construction Manager and consultants as it deems necessary or appropriate at any time.. The Consultant shall have authority to act on behalf of the Owner to the extent provided in the Contract Documents. Duties, responsibilities and limitations of authority of the Consultant shall not be restricted, modified or extended without written acceptance of the Owner.*

Add 6.1.3      *Consultant shall attend and participate in all pre-construction meetings called by the Owner, and/or Construction Manager. Pre-construction meetings may be held prior to commencement of separate portions of the Project. Attendees shall be Consultant's consultants, Construction Manager and major subcontractors, Owner's Designated Representative and others as deemed necessary by the Owner. The Consultant shall prepare the preconstruction meeting outline and make arrangements for and conduct a Pre-Construction Conference.*

Note: Delete this paragraph 6.1.3.1 below if workshop is not included in consultant's scope of work.

*.1 When included in the Consultant's Scope of Services a Partnering Workshop and shall assist in preparation of an administration booklet for the Pre-Construction Conference and shall distribute copies of the bound booklet to all parties. The Consultant and its consultants shall participate in the project Partnering process including attendance at all Partnering Workshops.*

Add 6.1.4      *The Consultant's responsibilities shall include, but not be limited to, interpretation of the Contract Documents; periodic site observations; review of submittals; review of the Project Schedule (and all proposed updates and revisions thereto); providing comments to the Owner regarding Consultant's ability to undertake its responsibilities pursuant to this Agreement within the time provided in proposed revisions and updates to the Project Schedule; providing cost or schedule analysis for field or change orders; preparation of documents for proposed changes; review of and making recommendations regarding approval of Construction Manager cost, schedule or application for payment data; and general consultation to the Owner on design matters. All responsibilities of the Consultant pursuant to this Agreement, including but not limited to services provided during the Construction Phase, shall be undertaken in conformance with the Project Schedule (and all revisions and updates thereto). Consultant shall employ and assign adequate professional staff and subconsultants to ensure its ability to perform services in accordance with the Project Schedule (and all proposed revisions and updates thereto). The Consultant shall be fully responsible for all matters related to the Consultant's design and all of the Consultant's recommendations to the Owner which are carried out by the Owner without substantive change. The Consultant's duties shall not include administration of communications with Construction Manager, chairing meetings with Construction Manager; monitoring the compliance of other parties with the Project Schedule; negotiation of price changes; and coordination of closeout.*

Add 6.1.5      *Except as otherwise provided in the Contract Documents or as directed by Owner, all written communications with Construction Manager shall be sent and received by Owner's Designated Representative. The Consultant shall advise and consult with Owner and shall keep Owner informed of the observed progress of the Work. The Consultant shall render written or graphic interpretations and decisions that are consistent with the intent of, and reasonably inferable from, the Contract Documents; review and recommend any action to be taken regarding Construction Manager's required submittals; and evaluate, with the Owner, the equivalence of proposed substitutions for materials, products, or services specified by brand or trade names in the Contract Documents and recommend either approval or rejection of substitutions as being equal in quality, utility, and appearance. Such services shall be performed in accordance with the requirements of the Project Schedule (and all proposed revisions and updates thereto). The Consultant shall perform all Construction Phase services in a timely manner, as required by the Project Schedule (and all revisions and updates thereto), this Agreement and the Contract Documents. Consultant shall employ and assign adequate professional staff and subconsultants to ensure that its interpretations, decisions, reviews, or other functions pursuant to this Agreement do not cause or contribute to a disruption of construction or a delay in completion of the Project.*

Add 6.1.6      *Consultant shall, at no cost to the Owner, satisfactorily correct any and all errors, omissions, deficiencies, or conflicts in the Construction Documents prepared by Consultant or*

*Consultant's consultants promptly upon discovery or notice. The obligations of Consultant to correct defective or nonconforming Work shall not in any way limit any other obligations of Consultant.*

*Add 6.1.7 CONTRACT DOCUMENTS COMPLIANCE. Consultant shall make (1) periodic on-site observations of construction as it progresses except for periods of construction downtime as approved by Owner in writing, and upon completion of construction and (2) off-site observations of fabricated materials and equipment when such off-site checks are specified in the Contract Documents. Observations shall be conducted deliberately and thoroughly. The frequency, duration, and extent of such observations shall be appropriate to and for: the progress, character, and complexity of the Work; design issues or questions of concern to Consultant, its consultants, Owner's Representative or as noted in any inspection reports furnished to Consultant; the observed quality of Construction Manager's performance during previous visits; the review of construction of crucial components of the Work; and the observation of the performance of specified or Owner's Designated Representative's directed tests significant to the acceptability of crucial components of the Work. Such observations shall also be performed when reasonably requested by Owner. Observations shall be for the purpose of ascertaining: the progress of the Work; that the character, scope, quality and detail of construction (including workmanship and materials) comply with the design expressed in the Contract Documents, Owner's directives, approved product data and samples and clarification drawings; and progress payments to the Construction Manager for labor and material work completed. Observations shall be separate from any inspections which may be provided by Owner. Owner's provision of inspection services, if any, shall not relieve Consultant of its responsibilities under this Agreement.*

*.1 Consultant shall have the authority to recommend rejection of Work that does not conform to any of the following: the Contract Documents; Consultant's directives; applicable code requirements; approved Shop Drawings, Product Data, and Samples; Clarification Drawings; or defective Work. Such recommendation for rejection will be transmitted to the Owner's Designated Representative in writing prior to communication to Construction Manager.*

*.2 The Consultant shall recommend special inspection or testing of the Work in accordance with building code requirements and the provisions of the Contract Documents if, in Consultant's reasonable opinion, such inspection or testing is necessary or advisable for the implementation of the Contract Documents, regardless of the state of completion of the Work subject to such inspection or testing.*

*.3 The Consultant shall review inspection reports, laboratory reports, and test data to determine conformity of such data with the design requirements expressed, implied, or depicted in the Contract Documents; approved Shop Drawings, Product Data, and Samples; and Clarification Drawings.*

*.4 The Consultant shall also recommend to the Owner's Representative, in writing, actions that need to be taken by Owner's Representative, as determined from Consultant Project site visits, inspection reports, laboratory reports, and test data or from Construction Manager proposals, or other relevant documents.*

*.5 Consultant shall attend regular construction meetings scheduled to occur [ every two weeks] plus special meetings as they are deemed necessary or as needed to maintain the project schedule.. If, through no fault of Consultant, the total number of regular construction meetings attended appear to be exceeded, Consultant shall notify the Owner PRIOR to commencing any additional work or meetings, and will be compensated for additional meetings. Construction meeting notes shall be prepared and distributed by the Consultant.*

*.6 Consultant shall accompany and assist the Owner with punch list inspections to determine Occupancy, Substantial Completion, and Final Completion. Consultant shall advise on*

*the issuance of the Certificate of Beneficial Occupancy and the Certificate of Substantial Completion in accordance with the Construction Contract Documents.*

*.7 Whether during on-site observation or at any time during the construction of the project, the Consultant shall be, in the first instance, the interpreter of the design requirements of the Contract Documents and the judge of the performance thereunder. Consultant shall render design interpretations of, and design decisions regarding, the Construction Contract Documents that are necessary for the proper execution or progress of the Work and that the work is consistent with the intent of the documents but which do not involve a change in the scope of the Work. Such clarifications and interpretations shall not involve an adjustment of the Contract Sum or an extension of the Contract Time.*

*.8 Consultant shall prepare drawings and specifications needed by Owner to issue Field Orders Consultant shall prepare drawings and specifications needed by Owner Representative to issue Field Orders and Change Orders for Owner's approval and execution.*

*.9 Consultant shall not be responsible for construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Work, unless Consultant specifies, directs, recommends or approves such means, methods, techniques, sequences, procedures, or safety precautions/programs.*

#### **Article 7      Post Construction Phase**

*Add 7.4      Provide services as necessary to direct the Construction Manager to correct defects or deficiencies in the Work of Construction Manager when such defects or deficiencies require services in excess of those reasonably expected on a project of this type, size and complexity.*

#### **Article 12      Exhibits**

*Add 12.14    Exhibit N    Standard Form of Agreement Between Owner and Construction Manager AIA Document A133 – as amended by the State,*

*Add 12.15    Exhibit O    State's CM at Risk Selection Documents of the Request For Qualifications (RFQ), and Request for Proposal (RFP)*