

AIA A295-2008 General Conditions of the Contract for Integrated Project Delivery—Suggested Revisions:

Article 1: General Provisions:

Fast Track:

Article 1.2.5: If the Owner elects to utilize accelerated or fast-track, or phased construction, add the following at the end of Article 1.2.5:

“The Owner acknowledges that there is a greater likelihood of errors, omissions, inconsistencies, ambiguities and lack of coordination in design and other work product produced by the Architect and its consultants which could result in additional design and construction costs, the occurrence of which is inherent in the fast track approach and for which neither the Architect nor its consultants may be held legally responsible.”

Architect Retaining Consultants:

Article 1.2.11.4: *If the Owner requests the Architect to retain atypical Consultants, add the following at the end of Article 1.2.11.4:*

“In consideration of the Owner’s request that the Architect directly retain the services of Consultants as detailed in Article 1.2.11.4, the Owner agrees to defend, indemnify and hold the Architect harmless from and against all claims, losses, liabilities and damages arising out of the performance of services by such Consultants. In addition, the Owner agrees to pursue recovery of and assert any claims based upon its losses, expenses and/or damages solely and directly against those Consultants. In consideration of such indemnity and waiver, the Architect agrees to assign its rights and/or claims against those Consultants pursuant to the Consultants’ agreements with the Architect to the Owner.”

Instruments of Service:

Article 1.3.6: In line 2, delete “and intangible”.

Integrated Project Delivery:

Article 1.3.13: In line 2, after “insights of all participants” insert “endeavor to”.

Use of Drawings, Specifications and Other Instruments of Service:

Article 1.5: At the end of this provision, add “Any party listed in the preceding sentence who uses another author’s Instruments of Service agrees to waive any and all claims against the author and the author’s consultants and to defend, indemnify and hold the author and author’s consultants harmless from and against any and all claims, losses, liabilities and damages arising out of

or resulting from the unauthorized use, reuse or alteration of the author's or author's consultants' designs, drawings and specifications."

Article 6: Criteria Design Phase:

Sustainable Design

Article 6.2.1: In line 1, delete "consider" and replace with "discuss with the Owner".

If the Owner decides to incorporate sustainable design in the Project, add the following at the end of Article 1.2.6:

"The LEED Green Building Rating System or similar environmental guidelines ("LEED") utilizes certain design, construction and usage criteria in order to promote environmentally friendly building. The Owner acknowledges and understands that LEED is subject to interpretation, and achieving levels of compliance involves factors beyond the control of the Architect, including, but not limited to, the Owner's use, operation and maintenance of the completed project. In addressing LEED, the Architect shall perform its services in a manner consistent with that degree of skill and care ordinarily exercised by design professionals performing similar services in the same locality, and under the same or similar circumstances and conditions. The Architect will use reasonable care consistent with the foregoing standard in interpreting LEED and designing in accordance with LEED. However, the Architect does not warrant or represent that the Project will actually achieve LEED certification or realize any particular energy savings. The Architect shall not be responsible for any environmental or energy issues arising out of the Owner's use and operation of the completed project."

Article 7: Detailed Design Phase:

Owner's budget for Work is exceeded by the Contractor's Estimate:

Article 7.4.2: In line 3, after "as adjusted under Section 7.4.1.1" insert "If the Architect is required to incorporate modifications, the Architect shall be entitled to compensation, as an Additional Service for modifications that result from (1) scope changes directed by the Owner that materially impact costs, (2) market fluctuation in the price of construction goods and services that could not have been reasonably anticipated by Architect, (3) modifications directed by the Owner that resulted in an increase in the Construction Budget, or (4) matters beyond the reasonable control of Architect."

Article 9: Construction Phase:

Contractor's Construction Schedules:

Article 9.10.1: In line 1, delete "information" and replace with "approval". At the end of the provision, add "The construction schedule shall not be changed without the written consent of the Owner and Architect."

Indemnification:

Article 9.18.1: In line 1, after "Contractor shall" insert "defend,".

Article 13: Claims and Disputes:

Claims for Additional Time:

Article 13.1.5: At the end of this provision, add "Any right to make a Claim for an increase in the Contract Time is subject to the terms and conditions of Article 9.21 above."