CLAUSES FOR USE IN
CONSTRUCTION MANAGEMENT AT-RISK CONTRACTS

<u>MODIFICATIONS TO THE AIA A201-2007 (SCOSE EDITION)</u>

1. *Delete the first sentence of the second paragraph in Section 1.1.1 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 Edition

2. *Delete Section 7.5.1 and substitute the following:*

7.5.1 For any adjustment to each Subcontract Sum for which overhead and profit may be recovered, other than those made pursuant to Unit Prices stated in the Subcontract Documents, the Contractor agrees to charge and accept, as full payment for Subcontractor overhead and profit, the following percentages of costs attributable to the change in the Work. The percentages cited below 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. The allowable percentages for overhead and profit are as follows:

> **.1** To each Subcontractor for work performed by the Subcontractor's own forces, 17% of the subcontractor's actual costs.

> **.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).

7.5.2 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 Between Owner and Construction Manager as Constructor, AIA A133-2009 (SCOSE Edition).

3. *In Section 9.2.1, delete the first sentence and substitute the following sentence:*

The Contractor shall submit to the Architect, within ten days of the execution of Exhibit "A", a schedule of values allocating the GMP to the various portions of the work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require.