

ATTACHMENT E  
MODIFICATIONS TO AIA STANDARD FORM AGREEMENT A201-1997  
CONSISTING OF ARTICLES 1 - 14

The parties mutually agree to the following additions, deletions and modifications to AIA Standard Form Agreement A201-1997 which shall be fully binding upon the parties as if incorporated directly therein.

- 1.5.1 Delete the second sentence.
- 1.6.1 Beginning in the second line, delete “prepared by the Architect or the Architect’s consultants”; beginning in line four with “Neither the Contractor...” delete the remainder of this subparagraph.
- 2.2.1 Delete.
- 2.4.1 In line eight, insert a period after “deficiencies” and delete the remainder of that sentence and the next sentence.
- 3.1.3 In line two delete “either by activities or duties of the Architect or in the Architect’s administration of the Contract, or by”.
- 3.2.1 Modify the last sentence as follows: “These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, any errors, inconsistencies or omissions discovered by the Contractor shall be reported promptly to the Architect and Owner as a request for information in such form as the Architect and/or Owner may require.”
- 3.2.2 In lines two and six, add “and Owner” after “Architect.”
- 3.2.3 Delete the last sentence of this subparagraph.
- 3.4.2 In line one, add “prior written” before “consent”.
- 3.5.1 In the first line, delete “and Architect”; and in line eight delete “Architect” and replace it with “Owner”.
- 3.7.3 Beginning in line three, delete “Architect and”.
- 3.10.1 Beginning in line one, delete “and Architect’s”.
- 3.10.2 In line one, delete “Architect’s” and replace it with “Contractor’s”; and in line two delete “Architect” and replace it with “Owner”.
- 3.10.3 In line two, delete “and Architect”.
- 3.11.1 Delete the last sentence and replace it with: “These shall be delivered to the Owner upon completion of the Work.”
- 3.12.4 In line four, delete the remainder of the subparagraph beginning with “Review by...”
- 3.12.5 In lines two and five, delete “Architect” and replace it with “Owner”.
- 3.12.7 In line three, delete “Architect” and replace it with “Owner”.
- 3.12.8 In lines four and seven, delete “Architect” and replace it with “Owner”.
- 3.12.9 In lines two and three, delete “Architect” and replace it with “Owner”.
- 3.12.10 In line seven, delete “and the Architect”; in line twelve delete “Architect” and replace with “Owner”; in line twelve, delete “and the Architect”; in line 14 “and Architect have” and replace it with “has”; and in line 15 delete “Architect” and replace it with “Owner”.
- 3.16.1 In line one, delete “and Architect”.  
In line two, delete “and Architect”; in line five delete “or Architect”; and in the last line delete “Architect” and replace it with “Owner.” In the second line, delete “Project Management Protective Liability”; in line two replace “Paragraph 11.3” with “Article 11,”; and in the third line delete “Architect, Architect’s” and replace with “Owner’s”.
- 4.1.1 Delete Paragraph 4.1.1 in its entirety and replace it with the following text: § 4.1.1 The Architect is the person lawfully licensed to practice architecture or an entity lawfully practicing architecture identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number; provided, however, that Owner shall not be obligated to employ an Architect in its performance of their Agreement and that the duties of an Architect as specifically referred to in this Agreement are subject to the operation of Paragraph 4.1.2.

- 4.1.2 Delete the entire clause and replace it with: “Duties, responsibilities and authorities of the Architect as set forth in the Contract Documents may be deleted, restricted, modified, performed or assumed by the Owner at the Owner’s sole option.”
- 4.1.3 Delete the subparagraph in its entirety and replace it with: “The Owner may, but is not obligated to, retain an Architect in the performance of this Contract. If the Owner elects to retain such an Architect and that Architect is subsequently terminated the Owner may, but is not obligated to, replace the Architect.”
- 4.3.8 In line four, delete “21” and replace it with “60”.
- 4.5.1 Starting in line three, place a period after “arbitration” and delete “or the institution of legal or equitable proceedings by either party.”
- 4.6.2 At the end of the existing text add: “In no event shall an arbitrator(s) or the American Arbitration Association have the authority to award, or enforce the award of, special, indirect, consequential or punitive damages against or in favor of the Owner, Architect or Contractor.”
- 5.2.1 In the second line delete “through” and replace it with “and”.
- 6.1.4 Delete.
- 6.2.5 Delete.
- 8.3.1 Starting in the fourth line, delete “or by other causes which the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.” and replace it with “then the Contractor shall submit a Claim for additional time as provided in Subparagraph 4.3.7.1 and the Contract Time shall be extended by Change Order for such reasonable time as the Owner may determine.”
- 9.3.3 Delete and replace with the following: “Title to all Work completed and in the course of construction or installation at the site and of all materials and equipment which are delivered and stored at the site and which will necessarily be incorporated in the Work, as between Owner and the Contractor or its subcontractors, shall be in the Owner. For good and valuable consideration, the receipt of which is hereby acknowledged, the Contractor waives the right to file any mechanic’s or materialmen’s liens or any other liens, claims, security interests or encumbrances arising from the performance of the Work by the Contractor or its subcontractors. The Contractor shall include a provision satisfying the requirements of this clause as a part of any and all subcontracts entered into for the Work or any portion thereof. Contract shall defend, indemnify and hold Owner harmless from and against all liens, claims, security interests or encumbrances placed on the Owner’s property or premises, or the Work, filed by its subcontractors, suppliers, service providers, employees or agents arising out of or incident to the performance of the Work and Contractor shall promptly initiate such legal and equitable actions as are necessary to remove and quiet such liens, claims, security interests or encumbrances.”
- 9.6.1 Delete this subparagraph and replace with: “The Owner shall make payment in the manner and within the time provided in the Contract Documents.”
- 9.7.1 In the second line delete “seven” and replace it with “ten additional business”.
- 10.3.3 Delete.
- Article 11 Delete subparagraphs 11.1 through 11.4 and replace with the following:
- “11.1 Contractor agrees to carry and to require its subcontractors to carry as a minimum, and provide Owner written evidence of, the following insurance in such form and with such carriers as are satisfactory to Owner covering the Work hereof:
- .1 Workmen's Compensation and Employer's Liability Insurance in an amount sufficient by virtue of the laws of the state in which the Work or any portion of the Work is performed.
  - .2 General Liability Insurance in which the limits of liability for injuries, including accidental death, shall be \$1,000,000 for any one occurrence.
  - .3 General Liability Insurance in which the limits of liability of property damage shall be \$1,000,000 for any one occurrence.
  - .4 Automobile Liability Insurance in which the limit of liability for injuries, including accidental death, shall be \$1,000,000 for any one occurrence.
  - .5 Automobile Liability Insurance in which the limit of liability for all property damage shall be \$1,000,000 for any one occurrence.
  - .6 Contractual Liability Insurance to cover the liabilities herein assumed by the Contractor, with limits of liability not less than those above.

- 11.2 Owner, at its option and for its sole benefit, may during the progress of the Work, procure and maintain all risk insurance. Owner, at its option and for its sole benefit, may during the progress of the Work, procure and maintain fire insurance (including extended coverage) covering all the Work completed and in the course of construction at the site of the Work and all materials which are delivered and stored at the site and which will necessarily be incorporated in the Work but excluding all items of property, equipment, machinery and apparatus, owned by the Contractor, which are used in or are incident to the construction of the Work but do not become a part thereof. Notwithstanding that Owner may elect to procure and maintain fire insurance as aforesaid covering certain loss or damage, as more fully set forth in said fire and extended coverage insurance policies, Owner shall have the right to recover from the Contractor for any such loss or damage caused by breach of contract, negligence or bad faith of Contractor or Subcontractors. As to items of property, equipment, machinery and apparatus owned by the Contractor which are used in or are incident to the construction of the Work but do not become a part thereof, it shall be the Contractor's duty to maintain adequate fire insurance including extended coverage.
- 11.3 The Contractor and any Subcontractor hereunder agrees in the performance of the Work (i) to comply with all applicable fire safety requirements of National Fire Protective Association, (ii) that it will adhere to all Federal, state and local laws pertaining to fire protection, and (iii) that it will abide and be governed by the rules and regulations pertaining to fire and plant protection prescribed by Owner.
- 11.4 All insurance policies shall be issued by companies authorized to do business under the laws of the State of Connecticut, shall be in form satisfactory to Owner, shall contain a provision prohibiting cancellation except upon at least ten (10) days prior written notice to Owner and shall contain a complete waiver by the insurer or subrogation against Owner. All such insurance policies will be primary in the event of a loss arising out of the Contractor's performance and shall provide that where there is more than one insured, the policy will operate, except for the limits of liability, as if there were a separate policy covering each insured. Contractor agrees that it will, at Owner's request, name Owner as an additional insured to all or some of Contractor's Liability Insurance Policies. In the event Owner is named as an additional insured, certified copies of said policies or certificates evidencing such insurance naming Owner as an additional insured shall be filed with Owner before Work is started."
- 12.2.2.1 Starting in the ninth line, delete "and to make a claim for breach of warranty" and replace with "but the Owner retains the right to maintain a subsequent claim for breach of warranty."
- 14.1.3 In line one, delete "seven" and replace it with "ten business".
- 14.2.2 In the third line, delete "seven" and replace it with "ten business".
- 14.4.3 In the second line, place a period after "termination" and delete "along with reasonable overhead and profit on the Work not executed."