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**ADDENDUM TO AGREEMENTS BETWEEN OWNER AND CONSTRUCTION MANAGER AND  
BETWEEN OWNER AND DESIGN PROFESSIONAL FOR DESIGN-ASSIST SERVICES**



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**ConsensusDocs® 541**  
**ADDENDUM TO AGREEMENTS BETWEEN OWNER AND CONSTRUCTION MANAGER AND**  
**BETWEEN OWNER AND DESIGN PROFESSIONAL FOR DESIGN-ASSIST SERVICES**  
**(Design-Assist Addendum)**

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**ARTICLE 1 AGREEMENT**

Job Number: [ ]

Account Code: [ ]

This Addendum is made on the [ ] day of [ ], [ ], to that certain contract ("CM Agreement") dated [ ] by and between

OWNER: [ ]

and

CONSTRUCTION MANAGER: [ ]

Tax identification number (TIN): [ ] Contractor License No., if applicable: [ ]

And to that certain contract ("Design Professional Agreement") dated [ ] by and between

OWNER

and

DESIGN PROFESSIONAL: [ ]

Owner, Construction Manager, and Design Professional are collectively the "Parties."

PROJECT: [ ]

**ARTICLE 2 RESPONSIBILITIES OF THE PARTIES**

2.1 Owner, Construction Manager, and Design Professional agree to participate in a collaborative design process where Construction Manager shall provide design-assist preconstruction services.

2.2 Owner shall work with Construction Manager and Design Professional to identify the Project objectives, including budget and time criteria, space requirements and relationships, flexibility and expandability requirements, special equipment and systems, and Worksite requirements. Owner shall provide full information in a timely manner regarding requirements for the Project, including Owner's Program and other relevant information.



2.3 In order to achieve the Project objectives, the design process will proceed in a collaborative manner, informed by a free-flow of accurate information concerning program, quality, cost, constructability, and schedule from all Parties. While retaining overall responsibility for the Project design, Design Professional shall work collaboratively with the other members of the project team, drawing on their respective expertise in order to achieve the Project objectives.

2.3.1 Although this Addendum establishes a relationship for mutual trust and collaboration among the Parties during the design and construction process, it does not create an agency relationship, fiduciary relationship, partnership, or joint venture among or between the Parties. Each Party to this Addendum is an independent contractor who is solely responsible for directing and managing their own forces and services within their own respective licenses and area of responsibility as further defined in the Underlying Agreements. "Underlying Agreements" means the contract between Owner and Design Professional, the contract between Owner and Construction Manager, and any contracts between Construction Manager and applicable design-assist Subcontractors or Design Professional and its consultants.

The Parties acknowledge that this Addendum is not an integrated project delivery agreement or design-build agreement and that each Party remains responsible for its own errors, omissions or construction defects to the extent provided in the Underlying Agreements. Likewise, nothing contained in this Addendum makes any Party jointly and severally liable for a breach of this Addendum by any other Party. All duties of Construction Manager created by this Addendum are owed solely to Owner. All duties of Design Professional created by this Addendum are owed solely to Owner.

2.4 During design development, Owner, Construction Manager, Design Professional, and various Subcontractors and suppliers, as determined by Construction Manager, and Design Professional's consultants as determined by Design Professional, shall meet regularly to facilitate collaboration regarding all Project elements, including but not limited to worksite use and improvements, the selection of materials, building systems, and equipment, and overall Project design. Particular roles and responsibilities of members of the Project team are delineated in the "Design-Assist/Design-Build Responsibility Matrix" attached to this Addendum.

2.5 COMMUNICATIONS PROTOCOL The checked box indicates which provision applies.

- ☐ Communications protocol per ConsensusDocs 305 Lean Construction Addendum.
- ☐ Owner, Construction Manager, and Design Professional shall agree on a Communications Protocol. The Communications Protocol shall: (a) identify critical Project personnel and their contact information; (b) provide a detailed Project meeting matrix with meeting frequency and attendance requirements; (c) allow for direct communication between and among themselves, as necessary, and identify when contemporaneous notification of the content of such communication should be made to the other Project team members; (d) establish the exchange of documents and data in electronic form, using the ConsensusDocs 200.2 Electronic Communications Protocol Addendum or a separate addendum; (e) determine the necessary equipment, software, and services; (f) determine acceptable formats, transmission methods, and verification procedures; (g) establish methods for maintaining version control; (h) set forth privacy and security requirements; and (i) set forth storage and retrieval requirements. Except as otherwise agreed to by the Parties in writing, the Parties shall each bear their own costs as identified in the Communications Protocol.

2.6 BUILDING INFORMATION MODELING The checked box indicates which provision applies.

- ☐ Building information modeling per ConsensusDocs 305 Lean Construction Addendum



☐ Construction Manager and Design Professional shall use building information modeling (“BIM”) to design and construct the Project in order to provide continuous, immediate, and reliable information regarding design, scope, schedule, and cost for integration and coordination. Owner, Construction Manager, and Design Professional shall establish, as applicable, the BIM parameters, standards, and technological requirements by executing and attaching the ConsensusDocs 301 BIM Addendum or other addendum to this Agreement, as well as requiring the same addendum on applicable subcontracts and consultant agreements.

**2.7 DESIGN DOCUMENT STANDARDS** Owner, Construction Manager, and Design Professional shall agree on the documentation standards with which all design documents as defined in their Underlying Agreement (“Design Documents”) shall comply.

**2.8 DESIGN CRITERIA** Cost and schedule are design criteria and Design Professional, in collaboration with Construction Manager and Owner, shall create Design Documents that fully consider cost and schedule implications. In all of its services, Design Professional shall collaborate with Construction Manager, Owner, and Subcontractors providing design-assist services.

**2.9 NATURE OF DESIGN-ASSIST SERVICES** Design Professional shall draw upon the assistance of Construction Manager and Subcontractors and suppliers in developing the Project design, but Design Professional shall retain overall responsibility for all design decisions as required by all applicable federal, state, or local law, ordinance, code, rule, and regulations enacted as of this addendum date (“Law”), and shall remain architect or engineer of record.

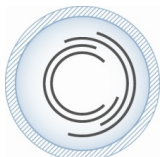
**2.9.1** Construction Manager shall assist Design Professional in the development of the Project design, but shall not provide professional services which constitute the practice of architecture or engineering unless (a) Construction Manager needs to provide such services in order to carry out its responsibilities for construction means, methods, techniques, sequences, and procedures, or (b) such services are specifically called for by the Contract Documents.

### **ARTICLE 3 DESIGN-ASSIST SUBCONTRACTORS**

**3.1** Construction Manager shall contract with certain design-assist Subcontractors during the preconstruction phase to provide preconstruction services and help facilitate an integrated, collaborative design process. Construction Manager shall develop a list of potential Subcontractors from whom proposals may be requested for design-assist services. Proposed design-assist Subcontractors must possess the qualifications, experience, and financial resources to complete the design-assist services and, if applicable, design-build services, for which they are being proposed.

**3.2** As soon as practicable Owner, Construction Manager, and Design Professional shall agree on which Subcontractors, if any, the parties desire to participate in the design-assist process and delineate their services in the “Design-Assist/Design-Build Responsibility Matrix.” Construction Manager shall enter into written agreements with such Subcontractors pursuant to terms acceptable to both Construction Manager and Owner. Construction Manager shall require such Subcontractors, in writing, to be bound to the rights and obligations provided for in this Addendum to the same extent Construction Manager is bound, but only for their respective scope of work.

**3.3** It is anticipated that a Subcontractor providing design-assist services will continue to serve as a Subcontractor during the Construction Phase provided that Owner and Construction Manager determine that its performance merits continued participation and its price proposal is accepted. Approval of the inclusion of any Subcontractor in the design-assist process shall not waive the right to later object to or reject any proposed Subcontractor.



## ARTICLE 4 DESIGN-ASSIST SCOPE OF WORK

4.1 PRELIMINARY EVALUATION OF OWNER'S PROGRAM The checked box indicates which provision applies.

☐ Owner's Program evaluation per the ConsensusDocs 305 Lean Construction Addendum.

☐ Design Professional and Construction Manager shall each review Owner's Program to ascertain the requirements of the Project and shall meet to confer on and verify such requirements. Design Professional and Construction Manager shall provide to Owner a preliminary evaluation of Owner's Program and the Project requirements. This evaluation shall address issues bearing upon Project success, including the need for additional information regarding access, traffic, drainage, parking, building placement, utilities, environmental factors, geotechnical, and other considerations affecting the building, the environment, energy use, as well as information regarding Laws. The joint preliminary evaluation shall also propose alternative architectural, civil, structural, mechanical, electrical, and other systems for consideration by Owner, to determine the most desirable approaches on the basis of cost, technology, quality, speed of delivery, and if requested by Owner, life cycle and maintenance costs and sustainability. The joint preliminary evaluation shall identify any recommended deviations from Owner's Program.

4.2 DESIGN AND ENGINEERING SERVICES Design Professional shall furnish all design and engineering services necessary to design the Project, except for any design services awarded to design-build trades engaged by Construction Manager, as necessary for Construction Manager's construction means and methods, or as otherwise delegated to Construction Manager in the Contract Documents.

4.3 DESIGN DOCUMENTS REVIEW Construction Manager shall carefully study and compare the Design Documents with each other and with any information furnished by Owner as provided elsewhere in the Contract Documents and shall promptly report to Owner and Design Professional, in writing, any errors, inconsistencies, or omissions discovered. It is recognized that, in their review of the design, Construction Manager and its Subcontractors (other than any Design-Build Subcontractors with regard to their own design obligations) are not acting in the capacity of licensed design professionals or assuming any design liability.

4.4 CONSTRUCTABILITY REVIEWS Construction Manager shall continually review the design documents for clarity, consistency, constructability, and coordination among the construction trades and collaborate in developing solutions to any identified issues. The purpose of the constructability analysis is to determine that the design is progressing in a manner that will result in sufficiently complete, accurate, and coordinated drawings for construction, and to reduce the risk of disruption, field conflicts, rework, delay, and changes. Construction Manager will focus on accuracy, completeness, sequencing, and coordination. In order to reduce the risk of disruption, delay, rework, or inefficiencies, Construction Manager shall conduct constructability reviews in collaboration with Design Professional throughout the Project design. The findings of these reviews shall be recorded and distributed to all involved parties. Design Professional shall evaluate the findings of these reviews, incorporate appropriate changes in the design documents, and provide notations on the construction documents or explain why such action is unnecessary. Construction Manager and its Subcontractors shall be responsible for determining whether something is constructible.

4.5 COORDINATION PLANNING Construction Manager shall prepare coordination drawings to identify routing and eliminate conflicts among the Work of various trades. Coordination drawings shall be provided to Design Professional, together with other information Construction Manager recommends including in the design documents. Design Professional shall revise the design documents as needed to the extent the routing and elimination of conflicts result in changes to the design documents.

4.6 VALUE ANALYSIS AND VALUE ENGINEERING The checked box indicates which provision applies.





☐ Value analysis per the ConsensusDocs 305 Lean Construction Addendum.

☐ During design development, Construction Manager and Design Professional shall identify options for reducing capital or life cycle costs, improving constructability and functionality, and enhancing operational flexibility consistent with Owner's objectives. Construction Manager or Design Professional shall collaborate on value engineering proposals including alternative systems, means, methods, configurations, worksite locations, finishes, equipment, and the like that satisfy the general design criteria of the Project. The value engineering proposals shall create savings of time or money in designing, constructing, or operating and maintaining the Project, or increase quality, constructability, or other measures of values that are cost effective. Owner, Design Professional, and Construction Manager shall examine the proposed alternative, attempt to identify all aspects of the Project directly or indirectly affected by the alternative and any impacts to the affected aspects of the Project, identify the value to be achieved if the proposed alternative is accepted, and detail any anticipated effect on the Project's service life, economy of operation, ease of maintenance, appearance, design, sustainability, or safety standards. Each value engineering proposal shall be documented. Owner, Design Professional, and Construction Manager shall initially review and consider whether to implement each value engineering proposal. For each proposal that is carried forward, Design Professional shall ascertain design feasibility, satisfaction of the design concept, and compatibility and compliance with Laws and professional standards of care.

#### 4.7 COST ESTIMATING The checked box indicates which provision applies.

☐ Cost modeling and analysis per the ConsensusDocs 305 Lean Construction Addendum.

☐ When Owner has sufficiently identified Owner's Program and other Project requirements and Design Professional has prepared other basic design criteria, Construction Manager shall prepare, for the review of Design Professional and approval of Owner, an initial estimate for the Project, utilizing generally accepted conceptual estimating techniques.

4.7.1 When schematic or preliminary design documents have been completed by Design Professional and approved by Owner, Construction Manager shall prepare for the review of Design Professional and approval of Owner, a more detailed estimate with supporting data. During the preparation of the design development documents or documents of comparable detail, Construction Manager shall update and refine this estimate at appropriate intervals agreed upon by Owner, Design Professional, and Construction Manager.

4.7.2 When design development documents or documents of comparable detail have been completed by Design Professional and approved by Owner, Construction Manager shall prepare a further detailed estimate with supporting data for review by Design Professional and approval by Owner. During the preparation of the drawings and specifications, Construction Manager shall update and refine this estimate at appropriate intervals agreed upon by Owner and Construction Manager.

4.7.3 If any estimate submitted to Owner exceeds previously approved estimates, Construction Manager shall promptly notify Owner and, if requested by Owner, shall jointly with Design Professional make recommendations to Owner in an effort to reduce the estimated Cost of the Work.

#### 4.8 RECOMMENDATION OF DESIGN-BUILD TRADE PACKAGES AND DESIGN COORDINATION

Construction Manager and Design Professional shall recommend to Owner any trade packages to be performed on a design-build basis. Such recommendations shall identify the reasons therefor, including cost and schedule impact.



4.8.1 Owner, Construction Manager, and Design Professional shall agree on any Work that is to be performed on a design-build basis. Design Professional shall specify all applicable performance and design criteria for any of the Work being performed by Construction Manager or a Design-Build Subcontractor on a design-build basis ("Design-Build Subcontractor"). Construction Manager and Design-Build Subcontractors shall not be responsible for the adequacy of the performance and design criteria provided by Design Professional or Owner.

4.8.2 Design Professional is primarily responsible for coordinating and integrating the design activities and work product of the Other Designers with each other. "Other Designers" are those design firms engaged by either Design Professional, Owner or Construction Manager for the Project and their lower-tier design consultants, plus any Design-Build Subcontractors engaged by or through Construction Managers. Design Professional shall assemble, integrate, and coordinate the work product submitted by the Other Designers into and with Design Professional's work product for the Project, so that there is a complete, integrated, and coordinated set of all design documentation for the Project. Construction Manager and Owner will each require the Other Designers it engages to support Design Professional in its role as the design lead, take direction from Design Professional that is consistent with Owner's directions and the Contract Documents, and integrate their design services and work product with that of Design Professional and Other Designers so that there is a complete, coordinated, and integrated set of design documents for the Project.

4.8.3 Design Professional shall review the work product of each of the Other Designers for the purpose of integrating and coordinating such work product into and with the work product of Design Professional, and to identify conflicts, or gaps, between the work product of Design Professional and the Other Designers with the same degree of care Design Professional must use in coordinating and integrating its work product with its own consultants. Design Professional shall promptly advise any Other Designers in writing (with copy to Owner or Construction Manager, as applicable) as to (a) special provisions, details, or other elements which are to be included in the work product of such Other Designer, and (b) coordination problems, if any, involving such work product. Design Professional shall respond promptly to any inquiry from any Other Designer in regard to work product and/or coordination of services.

4.8.4 Design Professional shall not be professionally responsible for the work product of any design firms engaged by others except to the extent that Design Professional has failed to meet its standard of care in properly assembling, integrating, and coordinating the work product of such design firm with Design Professional's own work product or in advising such design firm as contemplated under this Addendum.

4.8.5 If Owner, Construction Manager, and Design Professional agree that certain work shall be performed on a design-build basis, Construction Manager or Design-Build Subcontractor, as applicable, shall retain appropriately licensed design professionals to provide design services related to the Design-Build Work. The signature and seal of Construction Manager's or Design-Build Subcontractor's design professional shall appear on all drawings, calculations, specifications, certifications, shop drawings, and other submittals related to the Work designed or certified by that design professional.

4.9 RECOMMEND TESTING AND ANALYSIS Construction Manager shall recommend to Design Professional any tests or analysis not included in the design documents, which Construction Manager believes should be included.



4.10 CODE REVIEW Should Construction Manager discover any errors, omissions, or inconsistencies in the Contract Documents, Construction Manager shall promptly report them to Owner. It is recognized, however, that Construction Manager is not acting in the capacity of a licensed design professional, and that Construction Manager's examination is to facilitate construction and does not create an affirmative responsibility to detect errors, omissions, or inconsistencies or to ascertain compliance with Laws. Following receipt of written notice from Construction Manager of defects, Owner shall promptly inform Construction Manager what action, if any, Construction Manager shall take with regard to the defects.

4.11 SCHEDULE AND MANPOWER ANALYSIS When Owner's Program is sufficiently defined, Construction Manager, based on input from Owner and Design Professional, shall present a proposed Schedule of the Work including major milestone dates for Owner's approval. Early in the preconstruction phase, Construction Manager, based on input from Owner and Design Professional, shall update the Schedule of the Work for Owner's approval. The updated Schedule of the Work shall show the timing and sequencing of the design and construction required to meet the time criteria set forth in Owner's Program. The Schedule of the Work shall be updated for Owner's review and approval at appropriate intervals. If any update to the Schedule of the Work shows an adverse deviation from a previously approved Schedule of the Work, Design Professional and Constructor shall make appropriate recommendations to Owner.

4.12 RECOMMENDATIONS FOR EARLY PROCUREMENT OF MATERIALS AND EQUIPMENT Early in the preconstruction phase, Construction Manager and Design Professional shall identify and recommend to Owner any early procurement of materials or equipment that would benefit the Project.

4.13 PREFABRICATION Construction Manager shall, in consultation with Design Professional, determine if prefabrication of certain aspects of the Work is likely to provide cost savings, schedule improvement, and/or increase safety. Construction Manager and Design Professional shall make such recommendations to Owner. If Owner approves prefabrication of certain aspects of the Work, upon mutual approval of the parties in a Change Order, Design Professional, Construction Manager or its Subcontractor(s) shall design such prefabricated portions of the Work.

## **ARTICLE 5 OPTIONAL ADDITIONAL DESIGN-ASSIST SERVICES**

The checked boxes below indicate services being added to the design-assist scope of work.

5.1 ☐ LIFE CYCLE COSTS ANALYSIS Throughout the design of the Project and especially during early design, Construction Manager and Design Professional shall, in conjunction, identify options for reducing capital or life cycle costs, improving constructability and functionality, and enhancing operational flexibility consistent with Owner's objectives. Such options shall include an estimate of the effect on the Cost of the Work. Owner shall promptly review and approve or reject such options. Upon approval of an option, Owner shall adjust the budget of the Cost of the Work and Contract Sum or GMP, as applicable.

5.2 ☐ SUSTAINABLE DESIGN RECOMMENDATIONS During conceptual design or early in the design development stage, Construction Manager, Design Professional, and Owner, together, shall develop a sustainability plan that identifies and describes Owner's sustainable objectives, the target sustainable measures, the sustainable documentation required for the Project, and the roles of each of them in order to achieve Owner's sustainable objectives.

5.3 ☐ RISK ANALYSIS The checked box indicates which provision applies.

5.3.1 ☐ Risk analysis per the ConsensusDocs 305 Lean Construction Addendum.





5.3.2 ☐ Construction Manager, Design Professional, and Owner shall, in conjunction, assess and rank identified risks in such a way that attention may be focused on those risks assigned a high priority. Construction Manager, Design Professional, and Owner shall adopt an appropriate scoring system identifying the likelihood of occurrence and the impact, paying particular attention to potential cost and time impacts to the Project. Once Project risks have been ranked and scored, Construction Manager, Design Professional, and Owner shall prepare a risk register identifying the principal Project risks and the team member assigned to lead efforts at monitoring and managing each risk. Once Construction Manager, Design Professional, and Owner have identified material Project risks, they shall develop a risk management plan for addressing the identified risks, subject to Owner's approval. The risk management plan shall (a) set forth contingency plans for addressing identified risks; (b) assign primary responsibility for the management of specific risks; and (c) address the role of others in managing risks.

5.4 ☐ PRODUCTION PLANNING AND DESIGN FOR PRODUCTION PLANNING The checked box indicates which provision applies.

5.4.1 ☐ Production planning pursuant to §5.1 of the ConsensusDocs 305 Lean Construction Addendum.

5.5 ☐ Construction Manager shall prepare a production plan for the Project. Owner, Design Professional, and Construction Manager shall examine the production plan, attempt to identify all aspects of the Project directly or indirectly affected by the production plan and any impacts to the affected aspects of the Project, identify the value to be achieved if the production plan is accepted, and detail any anticipated effect on the Project's service life, economy of operation, ease of maintenance, appearance, design, or safety standards. If the production plan is carried forward, Design Professional shall ascertain design feasibility, satisfaction of the design concept, and compatibility and compliance with Laws and professional standards of care.

## ARTICLE 6 DESIGN RESPONSIBILITY

6.1 DESIGN RESPONSIBILITY Except as otherwise provided for by this Addendum regarding Design-Build Subcontractors, Design Professional is responsible for the completeness and accuracy of the design. With the additional exceptions of any delegated design required by the Contract Documents and design necessary for construction means and methods, Construction Manager's performance of its obligations under this Agreement are done, exclusively, in its capacity as a contractor and not as a design professional. Nothing in this section shall relieve any party from their respective obligations to perform in accordance with the terms of their respective duties under this Agreement and the applicable standard of care.

6.2 Within the applicable standard of care, Design Professional's and Design-Build Subcontractors' services shall comply with Laws and the requirements of any governmental authority from whom permits, approvals, or other consents for the Project must be obtained. Design Professional and Design-Build Subcontractors shall identify and determine the meaning and effect of all applicable building code provisions and other Laws and requirements and take such measures as may be necessary to meet such Laws and requirements, including filing or revising any required applications, drawings, specifications, calculations, or other documents to the extent necessary to secure any required permits, approvals, or other consents for construction of the Project. Design Professional shall have overall responsibility for coordinating the efforts required to obtain all necessary governmental authority approvals and permits for the Work. Owner shall pay all third-party costs and fees required to secure approvals and permits.



6.3 To the extent that Construction Manager or any Subcontractor provides value engineering suggestions or other comments with respect to the drawings and specifications, Design Professional and Design-Build Subcontractors shall review and evaluate such suggestions or comments and advise Owner and Construction Manager as to their appropriateness. Design Professional shall revise the drawings and specifications to reflect all value engineering suggestions and other comments accepted by Owner without delay or disruption to the timely and orderly progress of the Work, including revisions needed to address the impact of an agreed value engineering solution on other portions of the Work. The budget for the Cost of the Work, the GMP, and the Schedule of the Work, as applicable, shall be adjusted by Change Order promptly after Construction Manager's review and pricing of the change to the Work reflected in those revised drawings and specifications for approved value engineering proposals.

## **ARTICLE 7 COMPENSATION FOR DESIGN-ASSIST SERVICES**

7.1 Compensation for Construction Manager and Design Professional shall be in accordance with the CM Agreement and the Design Professional Agreement except as otherwise provided below:

*[Insert compensation and payment terms if not addressed in underlying contracts]*

7.2 Except as otherwise provided for, Construction Manager shall be reimbursed for costs incurred to Subcontractors for design-assist services pursuant to any agreement entered into between Construction Manager and the applicable Subcontractor in accordance with Article 5.

## **ARTICLE 8 TERMINATION**

8.1 Owner may terminate this Addendum without cause for its convenience upon seven (7) days written notice to Construction Manager and Design Professional. Upon receipt of such notice, Construction Manager and Design Professional shall stop performing the services contemplated by this Addendum. If Owner terminates this Addendum under this Article, the contract between Owner and Construction Manager and the contract between Owner and Design Professional are not terminated unless Owner separately terminates such contract pursuant to its terms.

8.2 Owner shall pay Construction Manager and Design Professional for all services performed and costs incurred, as applicable, pursuant to this Addendum.

## **ARTICLE 9 ADDITIONAL INSURANCE**

9.1 *[Add any additional insurance requirements as a result of the incorporation of this Addendum]*

## **ARTICLE 10 MISCELLANEOUS PROVISIONS**

10.1 Whenever the term "Construction Manager" is used in this Addendum in providing any service or undertaking any task in the design-assist process, it is contemplated that a Subcontractor or Subcontractors providing design-assist services may provide or participate in providing such service or undertaking such task.

10.2 Except as expressly provided, this Agreement and each and every provision is for the exclusive benefit of the Parties, and not the benefit of any third party. This Addendum represents the entire and integrated agreement between the Parties, with respect to design-assist services, and, with the exception of the CM Agreement, the Design Professional Agreement, and the Subcontracts, supersedes all prior negotiations, representations, or agreements, either written or oral.

10.3 The partial or complete invalidity of any provision of this Addendum shall not affect the enforceability of any other provision.



10.4 In case of a conflict between the rights and obligations provided in this Addendum and the Underlying Agreements between Owner and Construction Manager or between Owner and Design Professional, as applicable, the rights and obligations of this Addendum shall take precedence. Otherwise, the rights and obligations provided by the Underlying Agreements between Owner and Construction Manager and between Owner and Design Professional shall remain in full force and effect.

Owner and Construction Manager agree to this Addendum as of the date set forth in ARTICLE 1.

OWNER: [ ]

BY:

PRINT NAME: [ ] PRINT TITLE: [ ]

WITNESS:

NAME: [ ] TITLE: [ ]

CONSTRUCTION MANAGER: [ ]

BY:

PRINT NAME: [ ] PRINT TITLE: [ ]

WITNESS:

NAME: [ ] TITLE: [ ]

Owner and Design Professional agree to this Addendum as of the date set forth in ARTICLE 1.

OWNER: [ ]

BY:

PRINT NAME: [ ] PRINT TITLE: [ ]

WITNESS:

NAME: [ ] TITLE: [ ]

DESIGN PROFESSIONAL: [ ]

BY:

PRINT NAME: [ ] PRINT TITLE: [ ]

WITNESS:

NAME: [ ] TITLE: [ ]

END OF DOCUMENT.

