AMENDMENT TO STANDARD FORM OF ARCHITECT'S SERVICES: DESIGN

This Amendment to the Standard Form of Architect's Services is made this __ day of ___, 2013 between Purdue University ("Owner") and _____ ("Architect") for professional services in connection with the following project: _____. Architect agrees to provide the professional services as set forth in the parties' existing agreement, and as amended below.

DELETE 2.5.6 in its entirety and replace it with the following:

2.5.6 CONSTRUCTION PHASE SERVICES

2.5.6.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and elsewhere in Contract Documents.

2.5.6.2 The Architect shall, in the exercise of its professional judgment, advise and consult with the Owner during the Construction Phase Services so that the Owner is promptly apprised of material developments potentially affecting the quality of the Work, the date for Substantial Completion of the Work, and the cost of the Work. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions and the negligent acts or omission of its consultants, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

2.5.6.3 Subject to any additional services which may be requested by the Owner,, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

2.5.6.4 The Architect shall visit the site not less than once per week while the Work is in progress and as often as necessary and appropriate to the stage of construction to become familiar with the progress and quality of the portion of the Work completed, and to determine, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known or suspected deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed or suspected in the Work.

2.5.6.5 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to, after consultation with the Owner, require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

2.5.6.6 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

2.5.6.7 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations

and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either. The Architect shall consult with the Owner prior to rendering decisions on substantial and material questions relating to aesthetic effect. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

2.5.6.8. [Deleted]

2.5.6.9 The Architect shall review and certify for the Owner's review the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 2.5.6.4 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

2.5.6.10 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

2.5.6.11 The Architect shall maintain a record of the Applications and Certificates for Payment.

2.5.6.12 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

2.5.6.13 Each Shop Drawing, Product Data, Sample or similar submittal shall bear the following wording typed or stamped thereon: "APPROVED TO BE IN ACCORDANCE WITH THE CONTRACT DOCUMENTS EXCEPT AS NOTED."

SIGNED: _____ DATED: _____

Any Shop Drawing, Product Data, Sample or similar submittal submitted by the Contractor without the above wording shall be returned without review for resubmittal.

2.5.6.14 In accordance with the Architect-approved submittal schedule, the Architect shall review and, in consultation with the Owner, approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

2.5.6.15 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be

entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

2.5.6.16 Subject to any additional services which may be requested by the Owner, the Architect shall review and, in consultation with the Owner, respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

2.5.6.17 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

2.5.6.18 The Architect may, in consultation with the Owner, authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

2.5.6.19 The Architect shall maintain records relative to all authorized changes in the Work.

2.5.6.20 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

2.5.6.21 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

2.5.6.22 When the Work is found to be substantially complete, the Architect shall recommend to the Owner the balance of the Contract Sum to be paid to the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

2.5.6.23 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

2.5.6.24 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

DELETE ARTICLE 2.8 in its entirety.

By its execution, this **Amendment to Standard Form of Architect's Services: Design** is incorporated into the **Standard Form of Architect's Services: Design**, that was entered into by the parties on the

_____ day of _____ , 201_.

OWNER

Name: _____
Signature

Typed Name: James S. Almond

Title: Senior Vice President for Business Services & Assistant Treasure

Date: _____

ARCHITECT

Name: _____
Signature

Typed Name: _____

Title: _____

Date: _____