

**AMENDMENT TO STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER**

**This Amendment to the Standard Form Agreement Between Owner and Engineer is made this \_\_ day of \_\_, 2013 between Purdue University (“Owner”) and \_\_\_\_\_ (“Engineer”) for professional services in connection with the following project: \_\_\_\_\_. Engineer agrees to provide the professional services as set forth in the parties’ existing agreement, and as amended below.**

**Delete A1.05 of Exhibit “A” in its entirety and replace it with the following:**

*A1.05 Construction Phase*

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from OWNER, ENGINEER shall:
1. *General Administration of Construction Contract.* Consult with OWNER and act as OWNER’s representative as provided in the General Conditions, as amended. The extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned in said General Conditions shall not be modified, unless both parties mutually agree in writing. All of OWNER’s instructions to Contractor will be issued through ENGINEER, who shall have authority to act on behalf of OWNER in dealings with Contractor to the extent provided in this Agreement and said General Conditions except as otherwise provided in writing.
  2. *Selecting Independent Testing Laboratory.* Assist OWNER in the selection of an independent testing laboratory to perform the services identified in paragraph B2.01.0.
  3. *Pre-Construction Conference.* Participate and attend in a Pre-Construction Conference prior to commencement of Work at the Site.
  4. *Baselines and Benchmarks.* As appropriate, establish baselines and benchmarks for locating the Work which in ENGINEER’s judgment are necessary to enable Contractor to proceed.
  5. *Visits to Site and Observation of Construction.* In connection with observations of Contractor’s work in progress while it is in progress:
    - a. Make visits to the Site not less than once per week while the Work is in progress and as often as necessary and appropriate to the various stages of construction, or as requested by the OWNER, in order to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations by ENGINEER, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor’s work in progress or to involve detailed inspections of Contractor’s work in progress beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents, but rather are to be limited to general observation of the Work based on ENGINEER’s exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and such observations, ENGINEER shall keep the OWNER reasonably informed about the progress and quality 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.

- b. The purpose of ENGINEER's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by the exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents. ENGINEER shall be responsible for the ENGINEER'S negligent acts or omissions and the negligent acts and omissions of its consultants.
6. *Defective Work.* ENGINEER shall, in the exercise of its professional judgment, advise and consult with the OWNER during the Construction Phase so the OWNER is promptly apprised, in writing, of material developments potentially affecting the quality of the Work, the date of Substantial Completion of the Work, and the cost of the Work. Engineer shall have the authority to reject Work that does not conform to the Contract Documents.
7. *Clarifications and Interpretations; Field Orders.* ENGINEER shall review, and in consultation with the OWNER, respond in writing to requests for information about the Contract Documents and issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. ENGINEER may, in consultations with the OWNER, issue Field Orders authorizing minor variations from the requirements of the Contract Documents that do not involve an adjustment in the Contract Price or an extension of the Contract Time.
8. *Change Orders and Work Change Directives.* Recommend Change Orders and Work Change Directives to OWNER, as appropriate, and prepare Change Orders and Work Change Directives as required. ENGINEER shall maintain records relative to all authorized changes in the Work.
9. *Shop Drawings and Samples.* ENGINEER shall review, and in consultation with the OWNER, approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. **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.**

Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. ENGINEER has an obligation to meet any Contractor's submittal schedule that has earlier been acceptable to ENGINEER. If the Contract Documents specifically require the Contractor to provide professional engineering services or certifications by engineering professional related to systems, materials or

equipment, the ENGINEER shall specify the appropriate performance and design criteria that such services must satisfy. The ENGINEER shall review Shop Drawings and other submittals related to the Work designed or certified by the engineer retained by the Contractor that bear such professional's seal and signature when submitted to the ENGINEER. The ENGINEER shall be entitled to reasonably rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such engineers.

11. The ENGINEER shall maintain a record of submittals and copies of submittals supplied by the Contractor and prepare and furnish to OWNER Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.
12. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.
13. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
14. *Inspections and Tests.* ENGINEER shall have the authority, after consultation with the OWNER, to require inspection or testing of the WORK whether such Work is fabricated, installed or completed. ENGINEER shall also have the authority to receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. ENGINEER's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. ENGINEER shall be entitled to rely on the results of such tests. However, neither this authority of the ENGINEER nor a decision made in good faith either to exercise such authority shall give rise to a duty or responsibility of the ENGINEER to the Contractors, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.
15. *Disagreements between OWNER and Contractor.* ENGINEER will render formal written decisions on all claims of OWNER and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of Contractor's work. In rendering such decisions, ENGINEER shall be fair and not show partiality to OWNER or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity. The ENGINEER'S response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.
16. *Applications for Payment.* Based on ENGINEER's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

Determine the amounts that ENGINEER recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's representation to OWNER, based on such observations and review, that, to the best of ENGINEER's knowledge, information and belief, Contractor's work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe Contractor's work. In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of Contractor's work (subject to any subsequent adjustments allowed by the Contract Documents). The responsibilities of ENGINEER contained in paragraph A1.05.A.5.a are expressly subject to the limitations set forth in paragraph A1.05.A.5.b and other express or general limitations in this Agreement and elsewhere. ENGINEER shall maintain a record of the Applications for Payment and ENGINEER'S Recommendation for Payment.

17. *Contractor's Completion Documents.*

ENGINEER shall:

- a. Receive and review for conformance with the Contract Documents' requirements Contractor's maintenance and operating instructions, "As-Built" drawings, schedules, warranties and guarantees.
- b. Receive and review for conformance with the Contract Documents' requirements bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under paragraph A1.05.A.10, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such ENGINEER's review will be limited as provided in paragraph A1.05.A.10.
- c. ENGINEER shall transmit these documents to OWNER with ENGINEER'S recommendation to either accept them or reject them as unsatisfactory.

18. *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with OWNER and Contractor, conduct an inspection to determine if the Work is Substantially Complete. If after considering any objections of OWNER, ENGINEER considers the Work Substantially Complete, ENGINEER shall deliver a certificate of Substantial Completion to OWNER and Contractor.

19. *Final Notice of Acceptability of the Work.* Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, ENGINEER shall also provide a notice in the form attached hereto as Exhibit E (the "Notice of Acceptability of Work") that the Work is acceptable to the best of ENGINEER's knowledge, information, and belief and based on the extent of the services provided by ENGINEER under this Agreement.

B. *Duration of Construction Phase.* The Construction Phase will commence with the execution of the first Construction Agreement for the Project or any part thereof and will terminate upon written recommendation by ENGINEER for final payment to Contractors. If the Project involves more than one prime contract as indicated in paragraph A1.03.C, Construction Phase services may be rendered at different times in respect to the separate contracts.

C. *Limitation of Responsibilities.* ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. ENGINEER shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents subject to the ENGINEER's responsibilities as provided in paragraph A1.05.A.10.

By its execution, this **Amendment to Standard Form of Agreement Between Owner and Engineer** is incorporated into the **Standard Form of Agreement Between Owner and Engineer** that was entered into by the parties on the \_\_\_\_\_ day of \_\_\_\_\_, 201\_.

**OWNER**

**ENGINEER**

Name: \_\_\_\_\_  
Signature

Name: \_\_\_\_\_  
Signature

Typed Name: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_