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An Equal Opportunity Employer

Ontario School District 8C RFP Number 2010-3 ADDENDUM 2

AMENDMENTS TO CONSENSUS DOCS 803 – Standard Agreement Between Owner and Architect/Engineer

The following modifications, additions or changes will be made to the Standard Agreement Between Owner and Architect/Engineer previously issued in the original Request for Proposal.

RFP SECTION	DESCRIPTION
2.7.7	Add "trade" before contractor in line 2. In general throughout this document the term in "trade contractor" refer to the general contractor.
2.7.14	Omit original section and substitute "The trade contractor is the general contractor with whom owner enters into a contract for the construction of the project."
3.2.8.1	Blanks shall be filled in with "zero" and then numerically zero percent.
3.2.9.3	Blanks shall be filled in with "weekly".
3.2.10.1	Omit the last sentence. This section will be modified so that the party responsible for the presence of hazardous materials at the site will be liable for these materials.
3.3.8	Omit artistic renderings. It is the expectation of the owner that the architect/engineer provide three dimensional renderings of design. These renderings are expected to be a product of a computer aided design program.
3.3.12	Omit this paragraph in its entirety.
3.3.14	Omit paragraph in its entirety.
3.3.18	Omit paragraph in its entirety.
3.3.22	Omit paragraph in its entirety.
4.1.1.1	It is expected that Exhibit A will call for the owner to provide geotechnical evaluations, and topographic surveys of project sites.
5.1	The time for completion of construction documents will be determined at contract negotiation.
6.1.1.1	Basic services will be a stipulated sum.
6.3.1.1	Schematic Design will be 20%; Design Development 20%; Construction Document Preparation 30%; Bid Phase 5%; and Construction Phase 25%.
8.2	In the last sentence omit everything after the word "termination".
9.3	Mitigation is to be omitted from this contract as an option for dispute resolution.
9.5	Arbitration will be used before litigation under the terms of this contract. Arbitration services of Portland, Oregon will be used in lieu of the Construction Industry Arbitration Rules of the American Arbitration Association referenced in the contract.
10.1.1	Change first sentence to read, "The Parties agree the Owner shall obtain ownership of the copyright of all Documents."
10.3	Omit the phrase "except as to the assignment of the proceeds" in this section.