



Release Notes - April 2012

(Only applicable to the 2012 updated editions which will be delivered exclusively through the ConsensusDocs New Technology Platform. These revisions DO NOT APPLY to 2011 and older editions of ConsensusDocs delivered through DocuBuilder.)

I. Global Change to Differing Site Conditions/Concealed or Unknown Site Conditions

Subsection (b) has been modified to read “unusual *and* unknown.” The previous editions had “unusual *or* unknown.” Below is how ConsensusDocs 200 (2011 edition; revised April 2012):

3.16.2 CONCEALED OR UNKNOWN SITE CONDITIONS If the conditions encountered at the Worksite are (a) subsurface or other physical conditions materially different from those indicated in the Contract Documents, or (b) unusual and unknown physical conditions materially different from conditions ordinarily encountered and generally recognized as inherent in Work provided for in the Contract Documents, the Constructor shall stop affected Work after the condition is first observed and give prompt written notice of the condition to the Owner and the Design Professional. The Constructor shall not be required to perform any Work relating to the unknown condition without the written mutual agreement of the Parties. Any change in the Contract Price or the Contract Time as a result of the unknown condition shall be determined as provided in article 8.

A similar revision was made in the following 2011 document editions:

ConsensusDocs 205, section 5.11;
ConsensusDocs 300, section 13.14;
ConsensusDocs 410, section 9.4;
ConsensusDocs 500, section 3.18.2;
ConsensusDocs 510 section 3.10; and
ConsensusDocs 750 section 7.3.

Note that the 2012 editions of the following documents also contain this language:

ConsensusDocs 235, section 6.11;
ConsensusDocs 415, section 8.5;
ConsensusDocs 450, section 7.3; and
ConsensusDocs 460, section 7.3.

II. Global Change to Notice of Cancelation of Insurance.

In October 2011, ConsensusDocs updated its language regarding notice of cancelation of insurance language through the ConsensusDocs Guidebook. This change reflects the current business reality that the ACORD certificates of insurance were amended, as well as actual practices in regard to insurance policies and typical insurance endorsements. The current language is being updated today to avoid putting parties who sign a contract in noncompliance



at contract signing, which is the case when using other available standard construction contracts.

ConsensusDocs 200:

Section 10.2.1, After the “and broad from property damage.” Insert:

“The Constructor shall maintain completed operations liability insurance for one (1) year after Substantial Completion, or as required by the Contract Documents, whichever is longer.

~~In section 10.2.4 modify as follows: “The policies of insurance required under subsection 10.2.1 shall contain a provision that the coverage afforded under the policies shall not be cancelled or allowed to expire until at least thirty (30) Days' prior written notice has been given to the Owner. The Constructor shall maintain completed operations liability insurance for one year after acceptance of the Work, Substantial Completion of the Project, or to the time required by the Contract Documents, whichever is longer. Before commencing the Work, the Constructor shall furnish the Owner with certificates evidencing the required coverage. To the extent commercially available to the Constructor from its current insurance company, insurance policies required under subsection 10.2.1 shall contain a provision that the insurance company or its designee must give the Owner written notice transmitted in paper or electronic format: (a) 30 Days before coverage is nonrenewed by the insurance company and (b) within 10 Business Days after cancelation of coverage by the insurance company. Prior to commencing the Work and upon renewal or replacement of the insurance policies, the Constructor shall furnish the Owner with certificates of insurance until one year after Substantial Completion or longer if required by the Contract Documents. In addition, if any insurance policy required under subsection 10.2.1 is not to be immediately replaced without lapse in coverage when it expires, exhausts its limits, or is to be cancelled, the Constructor shall give Owner prompt written notice upon actual or constructive knowledge of such condition.”~~

A similar change was made in the following 2011 document editions:

ConsensusDocs 205, sections 15.1 and 15.2;
ConsensusDocs 410, sections 11.2.1 and 11.2.4;
ConsensusDocs 500, sections 11.21 and 11.2.4;
ConsensusDocs 510 sections, 9.3.2 and 9.3.4;
ConsensusDocs 801, sections 10.2.1 and 10.2.4; and
ConsensusDocs 802, sections 10.2.1 and 10.2.4.

In addition, the 2012 editions of the following standard contracts also contain this new language:

ConsensusDocs 235, section 12.1 and 12.4;
ConsensusDocs 415, sections 10.2.1 and 10.2.4.



III. Terms and Conditions Updates

A. ConsensusDocs 235, 415, 450, and 460

The 2012 editions of the 235, 415, 450 and 460 incorporate terms and conditions changes generally consistent with the 2011 updates to the ConsensusDocs 205, 410, 750 and again the 750, respectively. A redline comparison of the 2012 and previous editions are available through the ConsensusDocs website via the “Preview” button.

B. ConsensusDocs 290

Introduction (Section A):

“AIA Document A201-2007, General Conditions of the Contract for Construction, contains a similar provision. Subparagraph 2.2.1 of A201 provides that a contractor has the right, ~~both prior to commencement of the work and at any time thereafter, to require the owner to furnish~~ ~~“reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the contract. Unless the information is provided on request, the contractor has the right to refuse to commence or continue work or to terminate the contract (A201, Clause 14.1.1.4).”~~ to receive unfettered information prior to commencement of the work. Afterward, the Contractor must prove that the request is reasonable, and it is unclear how this will be interpreted. This change was controversial and was one of the reasons that AGC and ASA cited in their respective decisions not to endorse the AIA A201 (2007 edition).”

C. ConsensusDocs 410

In article 15.1(c) now references subsection 3.7.4 and not 3.6.4.

D. ConsensusDocs 500

Section 11.2 Indemnification was changed in the last sentence as follows:

The ~~Construction Manager~~ Owner shall be entitled to reimbursement of any defense costs paid above the ~~Construction Manager's~~ Owner's percentage of liability for the underlying claim to the extent provided for by the subsection above.

E. ConsensusDocs 703 Purchase Order Agreement

14. SUSPENSION FOR CONVENIENCE Notwithstanding article 10 should the Buyer order the Seller in writing to suspend, delay, or interrupt the performance of this Agreement for such period of time as may be determined to be appropriate for the convenience of the Owner and not due to any act or omission of the ~~Seller~~ Buyer or any person or entity for whose acts or omissions the ~~Seller~~ Buyer may be liable, then the Seller shall immediately suspend, delay, or interrupt as ordered by the Buyer. In accordance with article 6, the Price and the Progress Schedule shall be equitably adjusted by Change Order for the cost and delay resulting from any such suspension.