Workshop 501A
Leverage New Standard Contracts to Keep Your Clients’ Interests Ahead of the Curve

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I. Introduction

Standard construction contracts written by trade associations play a critical role, perhaps a fundamental role in the construction industry. You literally cannot write the word “General Contractor” or “Subcontractor” without including the word “contract.” A construction contract sets the foundation for a construction project’s success. Traditionally, a trade association representing a single segment, i.e. architects, engineers, writes and publishes a standard contract from the perspective of that individual segment of the industry.

Consequently, industry standard contracts are typically perceived as favoring one segment of the industry. ConsensusDocs formed a diverse coalition of construction industry organizations, who came together to create best practice contracts that are fair to all parties in an effort to get better project results. The coalition aims to get better project results, in part, by lowering transactional costs, such as litigation, and breaking down contractual silos and imbalanced risk allocation in traditional contracts that have greatly diminished the quality and productivity in construction. Industry studies estimate project increase in price in the range of three to 20 percent based upon inefficient use of contract terms. The construction industry appears to be the one industry in the United States that has become less efficient in delivering project results over the last 50 years.

II. Contract Form Updates

Case law, technology, processes, delivery methods, and insurance have changed dramatically over the past decade. In December 2016, ConsensusDocs, a coalition of now 40 construction organizations, published comprehensive updates to its most used standard agreements. First the design-bid-build prime agreements (200 series) and subcontracts (700
series) were published. Then in March of 2017, the design-build (400 series) and construction management at-risk documents (500 series) followed suit with revisions.

ConsensusDocs has adopted a policy to update its contracts every 5 years, while giving a great deal of flexibility to update contracts sooner should the need arise. An example of an off-cycle update to address a discrete issue was when the ACORD forms changed and impacted certificates of insurance. Free samples as well as a redline comparison between the old and new standards are available on the ConsensusDocs website.

Comprehensive revisions were made to the general terms and conditions integrated in the ConsensusDocs 200 Owner/Constructor long form agreement and the ConsensusDocs 205 short form agreement. See generally ConsensusDocs Form 200, Agreement and General Conditions Between Owner and Constructor (Lump Sum); ConsensusDocs Form 205, Short Form Agreement Between Owner and Constructor (Lump Sum). These changes drove revisions in the design-build and CM At-Risk series. Where appropriate, these revisions were then flowed down to other agreements.

A. Insurance Updates: Changing the Default for Builder’s Risk

One of the more significant changes in the 2016/17 comprehensive updates pertained to insurance. ConsensusDocs risk allocation principles is premised upon allocating risk to the party who is in the best position to mitigate and manage the risk. Insurance plays a critical role in allocating risks as many construction risks do not neatly fall into the category of just one party bearing responsibility for a loss. The cost of determining the percentage of fault for when a risk is actualized as a loss, is potentially more expensive than the actual loss. Therefore, covering risk with insurance is used whenever appropriate, and those proceeds are subrogated to avoid additional litigation and transaction costs.
Another important aspect of insurance coverage is that it should be readily available in the marketplace. Contracting parties should not be in violation of their contract on the day of signing because contractually required insurance coverages cannot be procured in the market where a project is located. Moreover, obtaining insurance coverage for a risk that is also excluded in that same policy issuance is also unhelpful.

With that in mind, ConsensusDocs insurance changes were made to provide for realistic insurance coverage as reflected in today’s market. The most significant changes were made to the builders risk insurance requirements in Article 12 of the ConsensusDocs 200.11

Purchasing Builder’s Risk property insurance now defaults to the Constructor, rather than the Owner. See id. at article 10, paragraph 10.3.1. ConsensusDocs also contains added language which allows an Owner to opt out and procure the policy themselves. Requiring an Owner to purchase the policy was the previous default approach and still is in other standard form contracts.12 However, in ConsensusDocs contracts, if the Constructor is concerned that the owner purchased insufficient coverage, then the Constructor may submit a change order for the additional cost in procuring such policy. While aiming for fairness, this approach potentially made for awkward conversations during the honeymoon of the initial contract signing period.

Based on feedback from around the industry, it is clear that the most common, and perhaps most cost effective, method for purchasing builder’s risk insurance is to have the builder purchase the policy. One of the in-house general counsel participating in one of the drafting sessions speculated that up to a 50% savings is realized when the builder negotiates the builder’s risk policy, since the builder normally has a better relationship and has procured more of this type of insurance than the owner of a project.
The new language also requires that the policy cover renovation work.\textsuperscript{13} It will be important for builders to include their cost in a lump sum price or modify language to seek a change order to reflect the price based upon the actual cost of procuring builder’s risk insurance. In addition, risk of loss for work completed before substantial completion will rest with the entity responsible for procuring the builder’s risk policy, which again, will now default to the builder. In the subcontract agreement, the risk of loss has been changed to reside with the Constructor.

A check-the-box for pollution liability insurance has also been added when the project site or the nature of the work raises this type of concern.\textsuperscript{14} A provision allowing Owner’s self-insurance is eliminated from the standard contract.\textsuperscript{15}

Additional language has been added to the Additional Insured section at subsection 10.4.1. This addition addresses issues raised by case law developments in Illinois and New York regarding vertical and horizontal exhaustion that made additional insured coverage less effective while also significantly raising policy limits and costs. The new language states, “the insurance, (both primary and excess) of the Constructor and Subcontractor shall be primary and non-contributory to any insurance available to the Additional Insured.

\textbf{B. Design Delegation}

Historically, standard construction contracts have not adequately addressed the complexity and subtleties inherent in delegated design.\textsuperscript{16} The rise in the use of building information modeling (BIM), the decreased appetite for Owners to pay for fully furnished documents, and the increasing capability and sophistication of builders to perform, assist and review and design services has led to a dramatic increase in delegated design.\textsuperscript{17} This level of delegation goes far beyond a “means and methods” design that is not apparent in design documents.
ConsensusDocs has been ahead of the curve in recognizing that the responsibility to perform a delegated design is not completed by one general contractor. Rather the delegated design is likely going to be the resulting work from multiple subcontractors and their design professionals, whom may be outside or inside the subcontractor or constructor’s organization.

Sometimes, delegated design is hidden in the plans and specifications by mixing performance specifications that are mostly prescriptive.

The delegation of design should be clear and transparent. Previously, ConsensusDocs required the delegated design criteria to be articulated at contract signing in the contract or in an exhibit to accomplish this goal at section 2.3. The new language also explicitly recognizes “means and methods” design. It is still preferable to articulate such delegation at contract signing, however, the newly revised approach allows more flexibility and simply requires the delegation of “a particular system or component” be articulated in the contract documents. This more flexible approach better reflects that the scope of delegation is not fixed or determined at the time of the contract’s execution in today’s construction process.

Professional liability insurance coverage for design delegation now requires prior acts coverage, as well as a delineation of a combined total deductible and self-retention maximum. This change helps provide greater transparency in the types of coverage provided by builders for professional liability as well as provides owners an opportunity to control the amount of risk the builder accepts for self-coverage.

C. Termination for Convenience

Beginning in the 2011 edition of ConsensusDocs, an improper termination for cause was automatically converted to a termination for convenience. The remedies for a termination for convenience would depend upon what the parties specifically agreed to in addition to
reimbursement for work completed and demobilization costs. ConsensusDocs no longer automatically converts an improper termination for cause to a termination for convenience. Consequently, an improper termination for cause may have larger damages, such as lost profits on work not yet performed as defined under common law. Currently, the ConsensusDocs subcontracts do not allow for termination for convenience, unless triggered by the Owner. Termination for convenience is now addressed in the AGC members-only Guidebook comments. It is important to note, Associations involved with the coalition have the opportunity to publish ConsensusDocs Guidebook comments to highlight especially important issues for possible education and modification.

D. Termination for Cause

The period for a Constructor to correct defective work has been shortened. The Constructor now has an initial notice of 7 days, and then a period of 3 days. Termination for cause can occur upon the expiration of the second period. Previously, the timing for an Owner to effectuate termination on the second period was much longer. Another important change is new language requiring written permission to use a terminated Constructor’s tools and equipment left on the worksite, and indemnification for the use of such tools and equipment.

E. Indemnification

There is no insurance for self-sabotage. Indemnification does not cover intentional acts. Therefore, you cannot get insurance for intentional acts that destroy a construction project by a rogue employee or rogue subcontractor. In general, insurance coverage should match your indemnity obligations. However, from a fairness perspective, it does not make sense to contractually protect a party from harm due to negligent acts or omissions, but leave that same party blowing in the wind if the harm was caused purposefully.
Consequently, indemnification now explicitly covers intentional wrongful acts in addition to negligence. While insurance coverage will not cover intentional acts, protecting a party from the harm resulting from such acts is not only reasonable to allocate to the offending party, but compelling to do so.

F. No Fiduciary Relationship Language

Over the years, some design professionals and insurance stakeholders have complained about the possibility of unintentionally creating a fiduciary relationship in the ConsensusDocs 240 Owner and Design Professional Standard Agreement. In 2011, language referencing a covenant was stricken. Now in 2016, language stating that the “Design Professional accepts a relationship of trust and confidence;” and will “further the interests of the Owner” has been removed. With this revision, there should be little concern that a fiduciary relationship is being created by contract language. Creating a fiduciary relationship would require a design professional to place the owner’s interest above its own, and potentially create extra liability exposure beyond insurance coverage.

It should be noted that a contrary argument was raised, that due to the nature of the relationship between an architect as a learned professional and an owner, there is an implied fiduciary duty that may not be waived implicitly or explicitly. This argument radically changes the nature of contract and contract negotiations in design professional agreements.

This approach contrasts to other standard contract documents. The 2014 American Institute of Architects (AIA) A141(2014), Design-Build Amendment Exhibit A, states at section 5.6, “The Design-Builder accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to exercise the Design-Builder’s skill and judgment in furthering the interests of the Owner…. ).
G. Mediation and Arbitration: More Options, Faster Administration

ConsensusDocs contract aims to avoid and mitigate claims and litigation. This is a trademark feature in ConsensusDocs. ConsensusDocs has no reported cases after 10 years of active use. In order to minimize the time and cost involved in arbitration, revised arbitration provisions provide for AAA Fast Track procedures for claims under $250,000. Fast Track procedures generally provide for only a single day of hearing and the entire process to be completed within 45 days. ConsensusDocs is the first to address expedited arbitration procedures in a standard contract, and has chosen to expand the presumption of expedited procedures for total claims under $250,000.

Also added is a check-the-box option for choosing the rules and administration of mediation providers. JAMS and the AAA are listed with the AAA being the default choice.

Another significant clarification regarding arbitration is in response to recent case law out of New Jersey as well as other jurisdictions that appear to be hostile to enforcing arbitration provision even when the parties choose arbitration for resolving disputes. Recently, in another New Jersey case, the arbitration provision in the AIA A201 was nullified, even though arbitration selection was clearly checked, because it was a “post construction” claim. Consequently, updated language is in bold text and uppercase to clearly affirm that the parties understand their selection of arbitration for all claims.

H. Bonds and Penal Sum

Based upon feedback from the surety industry, ConsensusDocs eliminated language in the standard terminology that included the term a “floating bond penal sum.” Previously, standard language automatically increasing the penal sum occurred when the contract price increased or decreased by more than 10%. It is still true that when prices are increased on
construction projects, additional bond premiums are automatically collected. However, the surety community made a strong case at the ConsensusDocs drafting table that doing so without additional communication and underwriting, is not fair to the surety. Projects known as “runaway projects” such as some of the reported VA hospital projects that more than doubled from the initial contract price are strong examples of this inherent unfairness.  

As an additional resource, there is language in the ConsensusDocs Guidebook to help users navigate this issue should they desire to further refine this issue in their agreements. This language builds from the previous ConsensusDocs language, but requires additional communication and an opportunity for a surety to conduct a renewed underwriting of the project. The goal is to balance additional protection to an owner through use of bonds without requiring a surety to write a blank check for a penal sum for which they may lose control with increasing contract prices.

I. Changes

The term “Interim Directed Change” for owner-directed changes was shortened to “Interim Directive” and the definitional scope expanded to include written instructions that do not necessarily cause changes in price or time. In AIA standard contract forms, a directed change is called construction change directive (CCD). It is thought that the term better reflects an Owner’s perspective that its ordered direction is not necessarily a change.

One of the more innovative contract provisions in ConsensusDocs agreements deals with changes. Timely payment flow is the lifeblood of a general contractor. Some say that general contractors go out of business not because they run out of money but run out of time (to collect money owed to them). Paradoxically, builders are more likely to go out of business in improving
economic conditions when they take on more work too fast, because their expenditures are not collected in time.

When an owner uses an interim directive, a builder potentially transforms into a banker. If there is an interim directive, under which there is a dispute as to whether it changed the scope of the work, a builder may be forced to fund all the materials and labor for what it considers a change in the work. This can be devastating, especially for small builders. The mere threat of taking such action is powerful leverage.

ConsensusDocs takes a different and balanced approach to payment flow regarding directed changes. A Constructor is entitled to 50% payment to disputed changed work. The Owner is ultimately not liable for this 50% if it is later determined that the directive was not a change in the work. These funds would “true-up” later. Under the “true-up” model, monthly payment applications administered on a percentage basis are later reconciled pursuant to an audit to determine the actual cost of the work. ConsensusDocs contract forms also include an explicit requirement that as interim changes become agreed to by the owner and Constructor, they must be processed formally as a change order.

Previously, the 50% payment for an interim change was determined by the Constructor’s estimated cost of the changed work. This calculation left some owners skeptical and suggested that a disingenuous Constructor could estimate the disputed work at 200%, and therefore receive 100% of the change work in advance. Consequently, payment of interim changes is now determined by actual invoiced cost, and not an estimate. Additionally, if it is later determined that the interim change work performed does not merit additional Constructor payment, the 50% payment must be “trued-up,” perhaps taken out of the release of retainage if such a determination has been made by substantial completion.
A timeframe of 7 days has been added to memorialize change orders in writing that are generated and agreed upon through the submittal process. Additionally, a Constructor’s obligation to follow field instructions that are now covered by the definition of Interim Directives, means that such instructions must be in writing to trigger a Constructor’s obligation to perform\textsuperscript{34}.

\textbf{J. Differing Site Conditions}

Differing site conditions is an important risk allocation, especially for projects involving underground utilities or underground work in general. In standard contracts and the federal acquisition regulations, differing site condition risk falls to the owner since the owner is in the best position to know the condition of the property. However, when an unknown condition arises, this is not a risk that is any parties fault. Manuscript or non-standard contract forms increasingly attempt to contractually shift the risk of differing site conditions to builders. Standard contracts have not gone in this direction yet, although AIA recently reduced the acceptable notice period by one-third.

ConsensusDocs made a minor change to its differing site conditions section. The Constructor was always required to give notice, but it wasn’t always clear what steps an owner was supposed to take upon receiving such notice to resume the project’s progress. Now, once the Constructor gives prompt notice of a changed condition, an owner is to respond with an Interim Directive. The expanded definition of an Interim Directive includes written instructions by an owner. An owner will instruct the Constructor how to proceed provided the Owner agrees the changed or unknown condition exists. If an owner did not accept that the differing site condition existed, the Interim Directive is to specify the owner’s understanding.
K. Schedule

The basic elements of critical path method (CPM) scheduling are now contractually required in ConsensusDocs §6.3.35 This is the first standard construction contract to incorporate language addressing CPM scheduling, even though doing so is common industry practice. The definition of CPM is generic and basic, and does not require issuance of a scheduling specification.

L. Payment

It is hard to overestimate the importance for a builder to get paid timely for work performed. Many subcontractors accept egregiously unfair contracts if the parties involved in the project have a good reputation for timely payment.

During the revision process, there was a comprehensive attempt to harmonize contract language amongst the different families of documents that are organized by project delivery method, unless such differences are appropriate because of the different project delivery method. Consequently, in the traditional design-bid-build documents, payment is now required within 15 days from Constructor’s submitting a complete and accurate application. Previously, this requirement was 20 days in the ConsensusDocs 200 and this change aligns the time requirements in other documents. Perhaps more significantly, the Design Professional’s certification for payment is no longer required to process an application of payment. An Owner may certainly defer to or solicit a Design Professional’s judgment for such determinations, and the contract provides an option of including the Design Professional in transmission of payment applications.

Previously, ConsensusDocs required an architect’s or engineer’s approval of payment applications.36 The original thought was that an outside voice in the payment process could provide some objectivity and help harmonize potential payment disputes. However, experience
in requiring this extra step by contract did not reach this objective. Consistent industry complaints that involvement of another party who isn’t necessarily liable for delays slows down the process. Thus, ConsensusDocs has removed this requirement.

M. Clarifications

The 2016/2017 ConsensusDocs contract revisions collectively accomplished hundreds of minor changes in the new ConsensusDocs contract editions. However, the majority of changes are editorial in nature for greater clarity, brevity, and consistency. Within the ConsensusDocs library of 100 contract documents, there were some minor differences between language contained in two different documents. Great care was given to choose the clearest and most efficient terms and then ensure that those same terms appear consistently across all appropriate contract forms. In some instances, sections or provisions were moved to achieve consistent placement across contract document families (project delivery method).

III. Track Record for ConsensusDocs

In 2017, ConsensusDocs reached a ten-year milestone with some definitive accomplishments. The ConsensusDocs coalition has doubled in size to 40 organizations. Collectively, the organizations participating in ConsensusDocs amount to well over 300,000 individual and company member members. The original goal was, and continues to be, to improve the A/E/C industry by forging a better path with fair contracts that incorporate best practice contracts.

ConsensusDocs has established itself as one of the two most used industry standard documents, with over 2,500 subscribers across the United States. The catalog of standard contract documents offered has grown from 70 to over 100. Over the past 10 years, ConsensusDocs contract forms have been used on billions of dollars of construction projects.
Consequently, there have been no reported cases involving ConsensusDocs documents and a disproportionately low share of projects that wind up in formal claims. The Iowa Department of Administrative Services has used ConsensusDocs documents on more than $400 million in construction without experiencing a formal claim.\textsuperscript{39} Victor O. Schinnerer, the largest underwriter in the U.S. who regularly reviews contracts, reports that the ConsensusDocs design-build agreements are the most commonly used design-build contracts that are shared with that underwriting company.\textsuperscript{40} As the industry moves toward increasing collaboration and early involvement of construction professional in the design process, ConsensusDocs are well positioned to serve today’s industry.

IV. **Distinctive Substantive Features of ConsensusDocs**

The fundamental differences of ConsensusDocs standard contracts as compared to other contracts traditionally used in the A/E/C industry are:

1) Risk allocation is determined by the best party who can manage or mitigate risk, and insurance is used whenever possible to cover risks that do not originate from negligent acts or omissions. In integrated lean project delivery, risk allocation is allocated to the macro level -- to the project as a whole.

2) Owners are more active decision-makers in the design and construction process, and not just passive check-payers;

3) Design Professionals are not the fulcrum of all decision-making and take commensurate responsibility with their authority\textsuperscript{41};

4) The documents are written in a plain English style and avoid legalese;

5) Contractually created silos are avoided with positive party communications. Communication is encouraged to help collaboration and dispute mitigation procedures are given more emphasis;

6) Contractors are professional builders who can add value throughout the process, rather than a fungible commodity that should only be differentiated by lowest price alone;

7) General terms and conditions are integrated with the agreements in one document;
8) The documents are updated more frequently to keep up to date with current trends and case law. The ConsensusDocs coalition has an established track record of creating industry first standard contract documents that address emerging issues such as integrated project delivery, (“IPD”) and building information modeling, (“BIM”).

9) The documents provide flexibility to be tailored for project specific needs by prompting and requiring parties to discuss construction’s most difficult issues before contract signing, including using fill-in the blanks. A ConsensusDocs Guidebook is posted to help users navigate the issues from the eyes of the coalition as well as the individual perspectives of each participating organization.

10) Rather than contractually dictate everything that a party should not do, ConsensusDocs attempts to use incentives as well to optimize performance and align parties’ interests towards overall project success.

11) ConsensusDocs are published on a proprietary cloud-based technology platform that allows users to work offline for contract negotiations.

V. Usage and Impact

Usage of the contracts has been significant to date and is accelerating as more construction attorneys and practitioners become familiar with the documents and have witnessed their positive results. According to the Smart Market Report: Key Trends in the European and U.S. Construction Marketing Place, 75% of owners believe that ConsensusDocs adds value to their business.

AGC, an active organization endorsing ConsensusDocs believes that “ConsensusDocs has brought one of the most significant improvements to the industry in 20 years.” However, change in the construction as well as legal contract field is slow moving. Some utilize industry standard contract documents to negotiate certain problematic provisions in contract negotiations and point to them as a well written national standard. In ten years, ConsensusDocs has become a viable contractual option in the design and construction industry with a track record of success. During the next 10 years, ConsensusDocs aims to become the default standard for construction contracts in order to further the productivity of the industry, and thereby help one of the most important industries in the United States.
VI. ConsensusDocs’ Technology Platform

In 2012, ConsensusDocs launched a New Technology Platform and rebranded its logo and color scheme. Previously, the documents were delivered in a downloadable software called DocuBuilder. The new cloud-based technology platform helps assist in the contract negotiation process by offering:

- **MS Word® compatibility and automatic section renumbering.**
- **Collaboration**—Collaborate with others for free and you control their editing rights.
- **Comparisons**—Quickly see changes between document versions at each step of the negotiation or track from the standard agreement language.
- **24/7 Access**—Access contracts anytime, anywhere via a secure cloud-based system.
- **Automatic Renumbering**—Section and article numbers referenced in the document are automatically updated.
- **Guidance**—Embedded instructions to fill in project specific information.

The intent of the new system is to allow parties to effectively communicate and collaborate on contract negotiations in an efficient matter. This collaborative approach to the delivery and use of the documents more closely matches the substantive contents in the contract documents.

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3 ConsensusDocs was originally conceived as a stand-alone entity. Currently, the legal structure places the copyright in an LLC but that AGC takes the lead role in management of the coalition efforts. The ConsensusDocs procedures ensures that each group has an equal voice in the document production and approval process.

4 See Powers, Supra.

industries, construction is the only one to show decreased productivity since 1964, as seen in this U.S. Department of Commerce chart. Total waste is estimated at as much as 30%, according to The Economist magazine.”


8 https://www.consensudosdocs.org/procedures.

9 www.consensudosdocs.org. Samples are free but require a registration.


11 See ConsensusDocs 200, Article 12.


13 See ConsensusDocs 200, Paragraph 10.3.1 (“…Constructor shall obtain and maintain a Builder’s Risk Policy upon the entire Project for the full cost of replacement… including existing structures.”).

14 See Id.

15 See ConsensusDocs 200, Article §10.4.2 (2011).


17 During the recent great recession, the biggest source of employment of newly graduated architects were builders.

18 See Id.

20 See Stuyvesant Dredging Co. v. United States, 834 F.2d 1576 (Fed. Cir. 1987) (Dredging contractor brought claim for equitable adjustment to dredging contract based on differing site conditions with respect to nature of material to be dredged. United States Court of Appeals, Federal Circuit, held in pertinent part that the technical provision in question was merely a performance specification, and not a design (or prescriptive) specification.)

21 See ConsensusDocs 200 at 2.3 (b) stating, “services within the construction means, methods, techniques, sequences, and procedures employed by Constructor, its Subcontractors and Subsubcontractors in connection with their construction operations.”
22 See ConsensusDocs 200, Article 11.


24 See ConsensusDocs 200, Paragraph 11.2.1.

26 See ConsensusDocs, ConsensusDocs: No Need For Case Law, YouTube (Jan. 3, 2018), https://www.youtube.com/watch?v=n1V7cE6nAeA.


31 See Melissa Blasius and Brandon Rittiman, Colorado VA hospital $1 billion over budget, USA Today, March 18, 2015.

32 ConsensusDocs 200 200 § 8.2 (2016).


34 ConsensusDocs 200 § 8.1.3 (2016).

35 Id § at 6.3.

36 See ConsensusDocs 200, Article 9 (2011).


38 See projects listed by ConsensusDocs at https://www.consensusdocs.org/FooterSection_Resources/projecthistories.


ConsensusDocs 240 Owner and Design Professional Agreement requires the Design Professional must provide design documents that are sufficient to bid and build the Work. Also, the lead design professional, in matters of delegated design, retains some responsibility for design coordination.

The ConsensusDocs procedures call for a five-year update cycle. However, the coalition may update the documents more frequently and have already done so. Comprehensive revisions were made in 2011, and 2016. However, discrete revisions were made in response in 2012 and 2014 to address case law and other construction industry changes.

The ConsensusDocs Guidebook is published at http://www.consensusdocs.org/Resource_/FileManager/All_Associations_Guidebook.pdf.

At p. 44-45. Another 19% of owners though the ConsensusDocs maybe would add value. This means that an impressive 94% of surveyed owners thought ConsensusDocs would or might add value to their business. 

Steve Sandherr, CEO of AGC quoted in a September 27, 2007, Press Release “INDUSTRY GROUPS SET TO RELEASE CONSENSUSDOCS.”