

SUGGESTED FORMAT  
(for use with No. 1910-1-FA, 1997 Edition)

This is **EXHIBIT F**, consisting of \_\_\_\_ pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services -- Funding Agency Edition**, dated \_\_\_\_\_, \_\_\_\_\_.

Initial:  
OWNER \_\_\_\_\_  
ENGINEER \_\_\_\_\_

**Construction Cost Limit**

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Paragraph 5.02 of the Agreement is amended and supplemented to include the following agreement of the parties:

**F.5.02. Designing to Construction Cost Limit.**

A. A Construction Cost limit in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) is hereby agreed to.

B. A bidding or negotiating contingency of \_\_\_\_\_ percent will be added to any Construction Cost limit established.

C. The acceptance by OWNER at any time during Basic Services of a revised opinion of probable Construction Cost in excess of the then established Construction Cost limit will constitute a corresponding increase in the Construction Cost limit.

D. ENGINEER will be permitted to determine what types of materials, equipment and component systems and the types and quality thereof are to be included in the Drawings and Specifications and to make reasonable adjustments in the scope, extent and character of the Project to the extent consistent with the Project requirements, sound engineering practices and the requirements of governmental authorities having jurisdiction in order to bring the Project within the Construction Cost limit.

E. If the Bidding or Negotiating Phase has not commenced within three months after completion of the Final Design Phase, or if industry-wide prices are changed because of unusual or unanticipated events affecting the general level of prices or times of delivery in the construction industry, the established Construction Cost limit will not be binding on ENGINEER, and OWNER shall consent to an adjustment in such Construction Cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design Phase and the date on which proposals or Bids are sought.

F. If the lowest bona fide proposal or Bid exceeds the established Construction Cost limit, OWNER shall (1) give written approval to increase such Construction Cost limit, (2) authorize negotiating or rebidding the Project within a reasonable time, or (3) cooperate in revising the Project's scope, extent or character to the extent consistent with the Project's requirements and with sound engineering practices. In the case of (3), ENGINEER shall modify the Contract Documents as necessary to bring the Construction Cost within the Construction Cost Limit.

G. All services of ENGINEER in respect of paragraph F.5.02.F shall be at the sole expense of ENGINEER. The providing of such services will be the limit of ENGINEER's responsibility in this regard and, having done so, ENGINEER shall be entitled to payment for services and expenses in accordance with this Agreement and will not otherwise be liable for damages attributable to the lowest bona fide proposal or bid exceeding the established Construction Cost.