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## Request for Proposals

**SOLICITATION TITLE: Construction Management at Risk (CMAR), Phase II – URI College of Engineering – New Building and Swing Space Renovations**

**SOLICITATION NUMBER: 7550037 PH2**

**BID PROPOSAL SUBMISSION DEADLINE: January 15, 2016 at 10:30 a.m. (EST)**

### MANDATORY SITE VISIT

**Location: University of Rhode Island  
Bliss Hall, Dean's Conference Room  
1 Lippitt Road  
Kingston, Rhode Island 02881**

**Date: December 29, 2015**

**Time: 9:30 a.m.**

*Bidders must attend the mandatory site visit. The bidder's representative must register with the Division of Purchases at the mandatory site visit and identify the bidder he or she represents on the sign-in sheet.*

Questions about this solicitation must be emailed and received by the Division of Purchases at [Thomas.bovis@purchasing.ri.gov](mailto:Thomas.bovis@purchasing.ri.gov) no later than **January 5, 2016, at 4:00 p.m. (EST)** in a *Microsoft Word* attachment identified with the corresponding solicitation number. Questions, if any, and responses will be posted on the Division of Purchases website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov) as an addendum to this solicitation. Questions may be submitted only by prequalified bidders (bidders named on the prequalified bidders' list included with this solicitation).

**BID BOND:** A bid bond in the amount of \$100,000 from a surety company authorized to conduct business in Rhode Island will be required.

**PAYMENT and PERFORMANCE BOND:** A bonding capacity commitment letter from a surety company authorized to conduct business in Rhode Island will be required.

**BIDDER CERTIFICATION COVER FORM:** Bidders must complete and submit a Bidder Certification Cover Form with each bid proposal.

**NAME:** Thomas Bovis

**TITLE OF BUYER:** Interdepartmental Project Manager

The State of Rhode Island Department of Administration, through its Division of Purchases, is soliciting proposals on behalf of the User Agency, from prequalified bidders (Attached) to provide construction manager at risk services in accordance with the terms and conditions of this solicitation.

Bidders are requested to submit bid proposals by the bid proposal submission deadline.

This solicitation contains, and is subject to the terms and conditions of, the Request for Proposals, the Prequalified Bidders List, the Cost Proposal Form, a Bid Checklist (with applicable forms), AIA A133 - 2009 Standard Form of Agreement Between Owner and Construction Manager as Constructor, as modified by the Owner, AIA A201 - 2007 General Conditions of the Contract for Construction, as modified by the Owner, and the RIVIP Bidder Certification Cover Form. The solicitation is available at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

Following selection of the successful bidder, and 100% completion of the Construction Documents (Plans and Specifications), the Owner and the successful bidder will negotiate and enter into an AIA A133 - 2009 Guaranteed Maximum Price ("GPM") Amendment.

This solicitation details the requirements of the Owner and the User Agency for this Project by describing the purpose, scope, description, minimum requirements and expectations, qualifications, and capability of the bidders, evaluation criteria, and other requirements. Bid proposals will be evaluated by weighted criteria.

The award of the contract pursuant to this solicitation will be made in the best interests of the State of Rhode Island on the basis of the relative technical merits and other evaluation factors of the bid proposals. At the opening of the bid proposals received by the Division of Purchases, the names of bidders who have submitted bid proposals will be made available; each bid proposal will be available as a public record upon the award of the contract pursuant to the solicitation. After evaluation, the Division of Purchases may invite bidders to explain or clarify bid proposals and may request a "best and final offer." At the end of the evaluation process, the Division of Purchases may also engage in negotiations to secure more advantageous terms or reduce cost.

# I. INSTRUCTIONS TO BIDDERS

## **Compliance with Instructions to Bidders**

These Instructions to Bidders contain terms and conditions that will govern the preparation and submission of a bid proposal and any contract awarded pursuant to this solicitation.

Bidders must comply with each and every requirement of these Instructions to Bidders. Any failure to comply with any requirement may result in the determination of a nonresponsive bid proposal and/or the rejection of the bid proposal.

## **Priority of Terms and Conditions**

The terms and conditions in these Instructions to Bidders *supersede* any and all inconsistent or conflicting terms and conditions in the "Prequalification – Construction Management at Risk (PCM), Phase I –URI College of Engineering- New Building and Swing Space Renovations" Solicitation and any other provision of any other document in this solicitation or in the bid proposal and govern this solicitation, the bid proposal, and any contract awarded pursuant to this solicitation.

## **Eligibility to Bid**

Only bidders who have been prequalified by the State of Rhode Island during Phase I shall be eligible to submit bid proposals for this Project. A list of the prequalified bidders is included with this solicitation.

## **Offer to Contract**

Bid proposals constitute an offer to contract with the Owner on the terms and conditions contained in the solicitation, the laws of the State of Rhode Island, including all procurement statutes and regulations (available at [www.purchasing.ri.gov](http://www.purchasing.ri.gov)), and applicable federal and local law, all of which are incorporated into this solicitation and any contract awarded pursuant to this solicitation by this reference.

A draft of the form of contract (AIA A133 - 2009 Standard Form of Agreement between Owner and Construction Manager as Constructor, as modified by the Owner, and AIA A201 – 2007 General Conditions of the Contract for Construction, as modified by the Owner) will be made available. The terms and conditions of the contract will be further developed during, and following, the selection process. The Owner reserves the right to make further revisions to the contract. Bidders must provide, in writing, any proposed changes to the terms and conditions of the contract as part of their bid proposal. The Technical Review Committee will consider the favorability to the Owner of any proposed changes to the contract as a criterion for evaluating and ranking the bidders.

## **Comprehensive Inspection and Review**

Bidders are responsible for carefully reviewing all of the requirements of this solicitation, inspecting the project location, including checking and/or verifying site conditions, any limitations, and other details, prior to preparing and submitting its bid proposal. Failure to submit a complete bid proposal may result in rejection of the bid proposal. Claims for additional costs or time resulting from the bidder's failure to review this solicitation carefully will not be considered.

## **Addenda**

Responses to questions from bidders, interpretations of specifications, changes by the Owner prior to the bid proposal submission deadline, and supplemental instructions and terms will be posted as addenda on the Division of Purchases website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov), and all addenda become incorporated into this solicitation upon posting. Bidders are responsible for checking the website to determine the issuance of any addenda. No addenda will be posted within the 5-day period preceding the bid proposal submission deadline except for an addendum withdrawing the solicitation or extending the bid proposal submission deadline.

## **Mandatory Site Visit**

Bidders must attend the scheduled site visit at the Project location. Bid proposals from bidders who do not attend this site visit will not be considered.

## **Costs**

The bidder is responsible for all costs and expenses to develop and submit a bid proposal in response to this solicitation or to provide clarification or additional information about its bid proposal.

## **Preparation of Bid Proposal**

Bid proposals must be prepared and submitted in accordance with the instructions in this solicitation. This solicitation contains a Bid Preparation Checklist to assist the bidder in preparing a bid proposal for submission.

## **Submission of Bid Proposal**

Each bid proposal must be submitted in a separate sealed envelope or package and include: (i) one original technical proposal in a 3-ring binder, five (5) paper copies of the technical proposal unbound and fastened only with binder clips, and one electronic copy of the technical proposal; (ii) one original cost proposal; (iii) one original signed (in ink) Bidder Certification Cover Form; and (iv) one original signed (in ink) IRS Form W-9 (*dated not more than one year prior to the date of submission*).

The technical proposal *may* include a transmittal letter signed by an authorized representative of the bidder and *must* include a table of contents, with sections separated by tabs, and be limited to ten (10) pages, excluding exhibits and appendices. The signed original RIVIP Bidder Certification Cover Form should be included as the first tab in the original technical proposal with copies of the RIVIP Bidder Certification Cover Form in the copies of the technical proposal. The electronic copy of the technical proposal (*readable only* CD-Rom in .pdf format) must be placed inside the original technical proposal. The IRS Form W-9 (downloadable from the Division of Purchases website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov)) should be included only in the original technical proposal.

The cost proposal must be placed inside a *separate sealed envelope* marked "Cost proposal," and a copy of the cost proposal in electronic format (*readable only* CD-Rom in .pdf format) must be placed in that same *separate sealed envelope*.

The *outside sealed package* and each *inside sealed envelope* must include the bidder's name and address and the specific "Solicitation Number," "Solicitation Title," and the "Bid Proposal Submission Deadline" marked in the upper left-hand corner. The bid proposal must be delivered (via mail, messenger service, or personal delivery) to the Division of Purchases and be date-stamped receipted by the date and time specified for the bid proposal submission deadline.

At the bid proposal submission deadline, all bid proposals timely submitted will be opened and the names of the bidders read aloud in public. Bidders should mail bid proposals sufficiently in advance of the bid proposal submission deadline to ensure timely delivery to the Division of Purchases or, when delivering a bid proposal in person or by messenger, should allow additional time for parking and clearance through security checkpoints. Bid proposals must be addressed to:

Rhode Island Department of Administration  
Division of Purchases  
One Capitol Hill, Second Floor  
Providence, RI 02908-5855

Bid proposals that are not received by the Division of Purchases by the bid proposal submission deadline for whatever reason will be deemed late and will not be considered. The submission time will be determined by the time clock in the Division of Purchases. Postmarks will not be considered proof of timely submission.

### **Bid Price**

The bidder must submit its cost proposal to perform all of the requirements specified in the solicitation, including the cost of any bonds. Unless otherwise specified in this solicitation, all pricing will be considered firm and fixed.

## **RIVIP Bidder Certification Cover Form**

The bidder must download, complete, sign, and submit the RIVIP Bidder Certification Cover Form for this solicitation as the first document in the technical proposal. The RIVIP Bidder Certification Cover Form is downloadable with the solicitation from the Division of Purchases website by logging in as a RIVIP vendor and clicking on the applicable "Solicitation Number."

## **Public Record**

Bid proposals submitted in response to this solicitation are public records pursuant to the Rhode Island "Access to Public Records Act," R. I. Gen. Laws §§ 38-2-1 *et seq.* Each bid proposal will be available for inspection upon request as a public record upon the award of the contract pursuant to this solicitation. Pursuant to the "Access to Public Records Act," bidders have the right to identify in their bid proposals any trade secrets or commercial or financial information which is of a privileged or confidential nature and make a request (nonbinding on the Division of Purchases) that such trade secrets or information not be made available to the public.

## **Subcontractors**

The Division of Purchases intends to award the contract pursuant to this solicitation to a primary bidder who will assume overall responsibility for this Project. Subcontracts are permitted under the contract awarded pursuant to this solicitation. All subcontractors and the scope of their participation must be approved by the Owner's Program Manager, the User Agency, and the Owner. In the event that the successful bidder intends to perform any of the work with its own workforce, then the successful bidder must solicit bids for such work and demonstrate that it will perform the work for a fee equal to or lower than the lowest responsible bid.

## **Taxes**

The State of Rhode Island is exempt from federal excise taxes and state and municipal sales and use taxes. The bidder shall not include such taxes in any prices in the bid proposal.

## **Bid Surety**

Bidders must furnish, with their bid proposals, either a bid bond from a surety licensed to conduct business in the State of Rhode Island or a certified check payable to the State of Rhode Island in the amount of \$100,000. An attorney-in-fact who executes a bond on behalf of the surety must provide a certified current copy of the power of attorney. A successful bidder who fails to submit the additional documentation required by the tentative letter of award and/or fails to commence and pursue the work in accordance with the contract awarded pursuant to this solicitation may be required to forfeit, at the discretion of the State Purchasing Agent, the full amount of the bid surety as liquidated damages. The Division of Purchases will retain the bid surety of all

bidders until the earliest of: (i) the issuance of the Purchase Order; (ii) the 61<sup>st</sup> day following the bid proposal submission deadline; or (iii) the rejection of all bid proposals.

### **Divestiture of Investments in Iran Requirement**

No bidder engaged in investment activities in Iran as described in R.I. Gen. Laws § 37-2.5-2(b) may submit a bid proposal to the Division of Purchases. Each bidder submitting a bid proposal is required to certify that the bidder does not appear on the list maintained by the General Treasurer pursuant to R.I. Gen. Laws § 37-2.5-3.

### **Domestic Steel**

Any steel products required by the plans and specifications for the Project described in this solicitation must be formed, extruded, forged, cast, fabricated, or otherwise processed from steel made in the United States.

### **Withdrawal**

A bidder may withdraw its bid proposal at any time prior to the bid proposal submission deadline. Bid proposals are irrevocable for a period of 60 days following the bid proposal submission deadline.

### **Reservation of Rights**

The Division of Purchases reserves the right, at any time, for any reason, in its sole discretion, to: (i) revoke, suspend, or terminate this solicitation; (ii) accept or reject any and all bid proposals, in whole or in part; (iii) waive any technical defects, irregularities, or omissions in any bid proposals; and/or (iv) terminate any contract awarded pursuant to this solicitation, with or without cause.

### **Award**

The Division of Purchases, in its sole discretion, may require oral presentations from, and participate in discussion with, one or more bidders, and may engage in competitive negotiation with two (2) or more bidders. The successful bidder will receive a tentative letter of award from the Division of Purchases with instructions for the bidder to submit further documentation. The successful bidder shall be authorized to commence work only upon the issuance of the Purchase Order by the Division of Purchases and, in addition, an authorization from the User Agency. The issuance of the Purchase Order and the continuation of any contract awarded pursuant to this solicitation is contingent upon the availability of funds.

### **Continuation of Contract**

The continuation of the contract awarded pursuant to this solicitation beyond June 30 of the current fiscal year is subject to the availability of funds and a determination of continued need by the Owner and the User Agency.

## **Payment and Performance Bonds**

Bidders must furnish, with their bid proposals, a bonding capacity commitment letter from a surety licensed to conduct business in the State of Rhode Island. An attorney-in-fact who executes a commitment letter on behalf of the surety must provide a certified current copy of the power of attorney. The successful bidder will be required to furnish a payment and performance bond from a surety licensed to conduct business in the State of Rhode Island upon the tentative award of the contract pursuant to this solicitation. In the event that the Owner authorizes any services in advance of its approval of the final construction budget and the GMP amendment, the successful bidder will be required to furnish one or more initial payment and performance bonds in amounts determined by the Owner, in its sole discretion.

## **Prevailing Wages**

The successful bidder and its subcontractors must pay their workers at the applicable prevailing wage rates (adjusted every July 1) for the various trades on a weekly basis, pay their workers one and one-half times the applicable prevailing wage rates for each hour worked in excess of 8 hours in any one day or 40 hours in any one week, submit certified weekly payroll forms on a monthly basis to the user agency, and maintain a certified prevailing wage daily log at the Project site. Prevailing wage posters and rate schedules, available at the Rhode Island Department of Labor and Training website at [www.dlt.ri.gov](http://www.dlt.ri.gov), must be posted at the Project site.

## **Apprenticeship**

The successful bidder must employ apprentices on this project in accordance with the apprentice to journeyman ratio for each trade approved by the State Apprenticeship Council. The bidder must complete, sign, and submit the General Contractor Apprenticeship Certification Form, included in the solicitation, with the bid proposal.

The successful bidder will also be required to complete, sign, and submit the General Contractor Apprenticeship Re-Certification and Certification Form following receipt of the tentative letter of award, and, in addition, each subcontractor must complete, sign, and submit to the successful bidder the Subcontractor Apprenticeship Certification Form prior to the commencement of any work on the project pursuant to this solicitation.

Specific information about apprentice occupations and apprenticeship requirements is available on the Rhode Island Department of Labor and Training website at [www.dlt.ri.gov/apprenticeship](http://www.dlt.ri.gov/apprenticeship).

## **Project Labor Agreement**

The Department of Administration is negotiating a project labor agreement with the Rhode Island Building and Construction Trades Council and its affiliated local unions that will govern certain terms and conditions of employment for workers of the successful bidder and any subcontractors performing construction work and services on

this Project. The terms and conditions of the project labor agreement supersede any other terms and conditions of any collective bargaining agreements or other agreements covering such workers. The successful bidder will be required to enter into and comply, and all subcontractors performing services on this Project will be required to comply, with the terms and conditions of the project labor agreement. A copy of the project labor agreement will be included in this solicitation as an addendum.

### **Occupational Safety**

The successful bidder must ensure that all employees at the Project site possess a card issued by the United States Department of Labor certifying successful completion of an OSHA ten (10) hour construction safety program.

### **Hazardous Substances**

The successful bidder must submit a chemical identification list to the Rhode Island Department of Labor and Training upon receipt of a Purchase Order from the Division of Purchases prior to performance of the contract awarded pursuant to this solicitation and make available to all employees a list of any hazardous substances that may present a risk of exposure.

### **Contractors Registration**

The bidder must have and maintain a valid certificate of registration issued by the Contractors' Registration Board throughout the term of the contract awarded pursuant to this solicitation and ensure that its subcontractors, unless exempt from registration, also obtain and maintain valid certificates of registration.

### **Licenses**

The successful bidder and anyone performing any services on the contract awarded pursuant to this solicitation must possess all of the licenses required by any federal, state, or local law to perform such services.

### **Insurance**

The successful bidder must submit a copy of an endorsement and a certificate of insurance that references the solicitation number and names the State of Rhode Island as "certificate holder" and as "additional insured" upon the issuance of the tentative letter of award, on an annual basis during the term of the contract awarded pursuant to this solicitation, and from time to time upon request. The certificate of insurance must state that 30 days' advance notice of cancellation, nonrenewal, or material change in coverage (referencing the solicitation number) will be sent to: Rhode Island Department of Administration, Division of Purchases, One Capitol Hill, Providence, Rhode Island 02908-5855, fax # 401-574-8387, and provide evidence of the following specific types and amounts of insurance:

**Type of Insurance**

**Amount of Coverage**

Commercial *Project Specific*  
General Liability

\$2 Million each occurrence (inclusive of both  
bodily injury and property damage)

\$2 Million products and completed operations  
aggregate

\$6 Million general aggregate

*Commercial Project Specific General Liability coverage, on an occurrence basis, shall include:*

Independent contractors

Contractual (including construction "hold harmless" and other types of  
contracts or agreements in effect for insured operations)

Products and completed operations (continuing for 8 years following  
final completion of the Project)

Personal injury (with employee exclusion deleted)

Personal and advertising liability

Demolition and excavation (including exposures directly and incidentally  
related to moving a structure and damage to the structure)

Automobile Liability

Combined Single Limit

\$1 Million each occurrence

Bodily injury, property damage, including nonowned and/or hired vehicles and  
equipment

Workers Compensation

Coverage B

\$100,000

Contractor's Pollution Liability,  
claims made basis, retroactive  
from inception, maintained 10  
years

\$1 Million or 5% of contract amount,  
whichever is greater, each occurrence  
(inclusive of both bodily injury and  
property damage)

\$1 Million or 5% of contract amount  
whichever is greater, annual aggregate

Builder's Risk

Contract amount

The *commercial project specific general liability* coverage may be comprised of both commercial general liability insurance and umbrella liability insurance. In the event that the bidder maintains an umbrella liability insurance policy to meet the required limits, the umbrella coverage amount must begin where the commercial general liability coverage ends, and the umbrella liability policy must conform to the form of the primary policy.

The pollution liability insurance must cover the liability of the construction manager and all subcontractors for bodily injury and property damage resulting from sudden accidental and/or gradual pollution and related cleanup costs incurred by the construction manager and subcontractors arising out of the work to be performed under the contract.

All insurance required by this solicitation, whether through a policy or an endorsement, shall include: (i) a waiver of subrogation, waiving any right the insurance company may have to recover against the State of Rhode Island; and (ii) a provision that the bidder's insurance coverage shall be primary in relation to any insurance, self-insurance, or self-retention maintained by the State of Rhode Island, and any insurance, self-insurance, or self-retention maintained by the State of Rhode Island shall be in excess of the bidder's insurance.

*The Owner reserves the right to accept alternate forms and plans of insurance and/or to require additional or more extensive coverage.*

### **Minority Business Enterprises**

The successful bidder must recruit and engage minority/women business enterprises certified by the Division of Purchases, Minority Business Compliance Office ("MBEs") to perform at least 10% of the dollar value of the contract awarded pursuant to this solicitation.

The successful bidder must submit a plan to meet this requirement for approval by the Division of Purchases, Minority Business Enterprise Compliance Office within the 21-day period following the tentative letter of award, identifying all MBEs, and must also demonstrate its good faith best efforts to meet these MBE goals. Information about this requirement and a directory of MBEs certified in Rhode Island is available at [www.mbe.ri.gov](http://www.mbe.ri.gov) or (401) 574-8670.

### **Equal Opportunity**

The successful bidder must demonstrate a commitment to equal opportunity and submit an affirmative action plan for review by the Rhode Island Department of Administration State Equal Opportunity Office within the 21-day period following the tentative letter of award. Information about this equal opportunity requirement is available at [www.diversity.ri.gov/eoo/eoopagehome.htm](http://www.diversity.ri.gov/eoo/eoopagehome.htm) or (401) 222- 3090.

### **Drug-Free Workplace**

The successful bidder shall comply, and require that its employees and all subcontractors comply, with the State of Rhode Island Drug Free Workplace policy and provide a certificate of compliance within the 21-day period following the tentative letter of award.

### **Foreign Corporations**

No foreign corporation or limited liability company may transact business in the State of Rhode Island until it shall have obtained a Certificate of Authority from the Rhode Island Secretary of State, and no foreign limited partnership may transact business in the State of Rhode Island until it shall have obtained a Certificate of Registration from the Rhode Island Secretary of State. The successful bidder, if a corporation or limited liability company, will be required to provide a current Good Standing Certificate, and if a limited partnership, will be required to provide a current Letter of Legal Existence, issued by the Rhode Island Secretary of State within the 21-day period following the tentative letter of award.

### **Sprinkler Impairment**

The successful bidder must comply with the requirements of the State of Rhode Island's insurance carrier for sprinkler impairment and hot work, accessible at the Division of Purchases website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

### **Criminal Background Check**

The successful bidder may be required to provide a Bureau of Criminal Identification third-party release for a criminal records request to the Rhode Island Department of Attorney General (for each individual who will be performing services under the contract awarded pursuant to this solicitation) within the 21-day period following the tentative letter of award.

### **Campaign Finance**

The successful bidder who has contributed, within the 24 months preceding the contract award, an aggregate amount of more than \$250.00 within a calendar year to any Rhode Island general officer, candidate for general office, any member of the general assembly, or any Rhode Island political party, must file a "Vendor Affidavit" with the State of Rhode Island Board of Elections. Information about "Vendor Affidavits" and electronic filing is available at [www.elections.ri.gov](http://www.elections.ri.gov) or Board of Elections, Campaign Finance, (401) 222-2056.

### **Binding Contract**

The form of agreement the successful bidder will be required to execute is included in the solicitation. A binding contract between the Owner and the successful bidder will be

formed by the issuance of a Purchase Order from the Division of Purchases, and only by the issuance of a Purchase Order, and only to the extent of available funds. The binding contract will incorporate and be subject to the terms and conditions of the solicitation, including the Request for Proposal, the Instructions to Bidders, the Bid Preparation Checklist, the Cost Proposal Form, the RIVIP Bidder Certification Cover Form, AIA A133 - 2009 Standard Form of Agreement Between Owner and Construction Manager as Constructor, as modified by the Owner, AIA A201 – 2007 General Conditions of the Contract for Construction, as modified by the Owner, and also the Purchase Order. The successful bidder will be authorized to commence work only upon the issuance of the Purchase Order and, in addition, an authorization from the User Agency.

**Compliance with Terms of Contract**

Failure of the successful bidder to comply with the terms and conditions of any contract awarded pursuant to this solicitation may result in nonpayment, suspension or termination of the contract, suspension or debarment of the bidder, or any other necessary or appropriate remedy.

## II. DESCRIPTION OF THE PROJECT

The University of Rhode Island is the State's public learner-centered research university, a community joined in a common quest for knowledge. The University is committed to enriching the lives of its students through its land, sea, and urban grant traditions. The Owner, on behalf of URI, intends to build a new state of the art College of Engineering facility with swing space renovations to enable the sequence of moves from the existing site (the "Project"). The Owner has determined, in accordance with the provisions of R.I. Gen. Laws § 37-2-27.1, that it will utilize the construction manager at risk method of construction contracting for this Project.

The Owner has retained the firm of Ballinger (the "Design Agent") to provide architectural, engineering, and design services for the Project pursuant to Solicitation No. 7549460. The Design Agent's team includes architecture, mechanical, electrical, plumbing, and structural engineering, commissioning agent, civil engineering, and landscape architecture.

The Owner is in the process of retaining the services of (the "Owner's Program Manager"), to represent it as owner's program manager throughout the design, construction, and close-out phases of this Project pursuant to Solicitation No. 7550021.

The Project team for this Project will consist of a representative from each of the Owner, URI, the Design Agent, the Owner's Program Manager, and the construction manager at risk. Project design was initiated in December of 2015, and the schematic design phase is underway. Ballinger is also the design agent that completed a master plan study of the College of Engineering on the Kingston campus. This document is available as part of this solicitation. It is anticipated that construction will begin in January 2017 and continue up to 29 months, with occupancy anticipated during early summer 2019.

New engineering facilities are needed in order to support the growth of engineering programs and to make URI significantly more competitive in attracting research opportunities, high-caliber faculty and top students. The vision for the proposed construction is a building that will dramatically elevate teaching and research in engineering, and foster new discoveries that will be the foundation of new companies and stimulate growth in existing Rhode Island companies. The facility will include state-of-the-art classrooms and laboratories that are key to fostering innovative research demanded by contemporary engineering firms.

The new teaching and research facility will comprise approximately 195,000 gross square foot of new construction to replace five existing engineering buildings on URI's Kingston campus – Crawford Hall, Gilbreth Hall, Kelly Hall, Kelly Hall Annex and Wales Hall – all of which opened in the late 1950s and early 1960s. The new facility will be home for seven of the University's eight engineering programs: biomedical, chemical, civil, computer, electrical, industrial and systems, and mechanical engineering.

Scope of Work:

The project consists of four main parts:

1. Programming, design, and construction of the New Engineering Building (approx. 112,400 net sf) and associated renovations to Kirk Hall (approx. 6,600 net sf).
2. Programming, design, and construction of space identified by the University to be used as swing space (approx. 63,000 net sf)
3. Programming and Schematic Design of additions and renovations of spaces designated for Bliss Hall (approx. 39,400 net sf) for future construction not in this scope.
4. Demolition of the five existing engineering buildings - Crawford Hall, Gilbreth Hall, Kelly Hall, Kelly Hall Annex, and Wales Hall and civil, geotech and utility site preparation.

A simplified space program of the new engineering building includes:

Space	Approximate NSF
Research	38,500
Department Teaching	15,500
University Classrooms	9,400
Offices	24,100
Student	2,000
Commons	4,000
Capstone Project Space	9,300
Shops	0
Core Lab	9,600
TOTAL	112,400 NSF

This program may be adjusted as necessary to meet departmental needs and budgetary considerations after the project programming study is conducted.

The project scope will involve construction management of the New Engineering Building. In addition, there is construction management required on related renovations to other existing facilities including Kirk Hall and other spaces on campus as swing or surge space for the College to use when the five active buildings are demolished. This project comprises an approximately 195,000 gross square foot of new construction with an expected approximate construction value of \$93 million in 2014 dollars, inclusive of the work in Kirk and other scopes of work listed above.

The New Engineering Building will be an integral part of a redefined engineering quadrangle, and its site development, pedestrian circulation, and landscaping design will enhance the campus spaces on all sides of the building.

A need of 63,000 net square feet of swing space has been identified in order to remove Crawford Hall, Gilbreth Hall, Kelly Hall, Kelly Hall Annex, and Wales Hall to make room for the New Engineering Building. The CMAR will also work with a separate A/E team and with the University in coordination of multiple critical project milestones to maintain budget and schedule to renovate these spaces, executed concurrently with the design of the New Engineering Building.

The project design will conform to the requirements of the State of Rhode Island International Green Construction Code, and will meet the US Green Building Council standards for LEED Silver certification, as well as all other state life safety and building codes.

### **III. SCOPE OF SERVICES**

It is anticipated that the construction manager at risk ("CMAR") will be an integral partner in the conclusion of the design process and throughout the construction and delivery of all of the components of the Project as outlined in the Description. The CMAR shall administer all construction activities and provide management direction to CMAR staff to ensure effective communication and coordination with the Owner. The CMAR shall develop, implement, and manage plans that define controls for all aspects of the Project. The CMAR shall manage the execution of the Project in order to achieve timely and cost-effective completion of all activities while maintaining high construction quality. These procedures will be coordinated with the completion of contracts and approvals negotiated simultaneously with the various members of the Project Team and the Project schedule and budget.

CMAR activities will include, but not be limited to:

a) Preconstruction

- Attendance at recurring meetings and provision of meeting minutes and correspondence if CMAR is leading the meeting
- Recurring reporting to Project Team
- If not complete, support ongoing negotiation of the Project Labor Agreement
- Design Review Coordination
  - Evaluation of current Project documents (Design Development) and ongoing design documents through completion of 100% Construction Documents
  - Provide opinion on constructability, value engineering, schedule and design objectives for the Project
  - Review and provide opinion on phasing and early release option

- Project Schedule
  - Generate, review, and revise a draft Project construction schedule
  - Maintain approved Project construction schedule
- Project Cost Estimate Review
  - Review and provide opinion on cost estimates prepared by the Design Agent and the Owner's Program Manager to date – the Design Agent and the Owner's Program Manager will be preparing two cost estimates for the Design Development plans which will be reconciled. It is anticipated that the CMAR will review these estimates and provide comment and input on revisions.
  - Additional cost estimating to support ongoing design and preconstruction
  - It is not anticipated that the CMAR will conduct a separate cost estimate for the Project

b) Procurement/Bidding

- In coordination with the Owner and the Division of Purchases, establish a protocol and plan to meet the requirements set forth in R. I. Gen. Laws § 37-2-27.4
- Establish required technology interface (website, ftp site or other) for purposes of providing transparency in bidding and procurement process to meet the requirements set forth in R. I. Gen. Laws § 37-2-27.4
- Prequalification
- Bidding
- Approval and selection of subcontractors with the Owner and the User Agency
- Scope and contract negotiation with subcontractors
- Execution of subcontracts

c) Construction

- Early release construction as approved by Owner
- Mobilization activities
- Oversight and management of day-to-day construction activities
- Coordination with on-site operations personnel regarding day-to-day construction activities as it relates ongoing operations and resident and staff safety and welfare
- Recurring meetings with the Owner, Design Agent, and CMAR to review progress of the Project, schedule, budget, and issues. CMAR shall provide meeting minutes and distribution
- Issuance of Requests for Information, submittals, and other correspondence in accordance with industry standard protocol to resolve questions and coordination issues in the field
- Issuance and coordination of monthly requisitions for payment for overall construction Project including all subcontractors. Requisitions for payment

shall be made pursuant to AIA 702-1992 and AIA 703-1992, with supporting documentation required by the Owner

- Systems start-up and punchlist with the Design Agent (commissioning agent)
- Final cleaning
- Recurring reporting for Owner, local, state, and federal requirements, including audits and legislative requirements which may include, but not be limited to:
  - Progress Reports
  - Forecast of construction cost
  - Requests for Information/Submittal Logs
  - Potential Change Order/Change Order Logs
  - Analysis of construction critical path(s) and secondary critical paths
  - Update master Project construction schedule
  - Analysis of time lost/gained
  - Update master Project construction budgets
  - Budget modifications
  - Project final construction cost
  - Summary of significant changes in the anticipated costs
  - Action list - update of last action list
  - Construction cash flow summary

d) Close-Out

- Obtaining appropriate federal, state, local, and Owner approvals
- Generation of punchlist for all subcontractors
- Addressing and satisfying all items on Project punchlist(s), including Owner and CMAR
- Removal of all temporary site facilities
- Provision of as-builts
- Provision of Owner manuals
- Provision of operations and maintenance documentation
- Provision of product warranties
- Provision and overview of spares and attic stock
- Processing of final requisitions including all required supporting documentation including warranty, lien releases, and other required documents

## IV. TIMETABLE AND DEADLINES

This section of the solicitation contains the schedule governing the issuance, evaluation, and award of the contract. The Division of Purchases reserves the right to modify the schedule in the best interest of the State of Rhode Island.

<b>ACTION</b>	<b>ANTICIPATED SCHEDULE</b>
Issuance of Solicitation	December 23, 2015
Site Visit (mandatory)	December 29, 2015 at 9:30 a.m.
Emailed Questions by Bidders Due	January 5, 2016 by 4:00 p.m.
Responses to Questions	January 8, 2016
Bid Proposal Submission Deadline	January 15, 2016 at 10:30 a.m.
Oral Presentations (as necessary)	January 26, 2016
Tentative Award of Contract	March 2016

## V. TECHNICAL PROPOSAL

### A. *Work Plan*

Describe the bidder's understanding of the requirements of the Owner and User Agency pursuant to the solicitation, including the intended results.

Address each of the major components described under **Scope of Services**, as well as any technical issues that will or may arise in performing the requested services.

Include a specific plan detailing the manner in which the bidder will develop, provide, and monitor the requested services.

Review and provide substantive comments on the Design Development Plans and make recommendations for improvements.

### B. *Project Approach*

In narrative form, the bidder shall provide a project approach, including:

- staffing
- early release work
- phasing (preconstruction, construction, close-out)
- integration of construction and day-to-day operational activities

Additionally, the bidder shall include methods of cost control and value engineering, BIM and other technology approaches to ensure Project success.

### C. *Procurement Approach*

In narrative form, the bidder shall provide a procurement approach in compliance with applicable Rhode Island law:

- prequalification of subcontractors
- bidding of subcontracts (in accordance with the provisions of R. I. Gen. Laws § 37-2-27.4)
- preparation of abstracts
- presentation and decision-making with project partners
- addressing bid challenges

## VI. COST PROPOSAL

Provide a detailed cost proposal for fees to be charged for the services specified in this solicitation. Include a budget and an explanation of the basis and rationale of the proposed fee structure.

The cost proposal shall include an itemization of the following fees:

- *Preconstruction*: Fixed fee for preconstruction services, including without limitation, attendance at team meetings, review of drawings and team provided cost estimates, and providing opinions on cost, constructability, and schedule, with a detailed breakdown for the project executive, project manager, estimator, scheduler, and support staff, assuming a 6-month schedule
- *Construction services*: Fixed fee for construction services, with profit and overhead separately itemized, subject to finalization in the negotiation and execution of the GMP Amendment; and
- *General Conditions/General Requirements*: Estimated cost of the general conditions and general requirements, with a detailed breakdown based on a 30-month schedule, subject to finalization in the negotiation and execution of the GMP Amendment

Bidders shall use the Preconstruction Fee Schedule (included with this solicitation) as an example of the detail required to support the preconstruction fee and modify it as necessary.

The Owner anticipates that funds available for the total cost of the Project, inclusive of all Project components, such as architectural and engineering services and other soft costs, construction, and furniture, fixtures, and equipment, will be approximately \$94 Million. Of that total cost, the Owner estimates that *hard costs* for the Project, exclusive of fee, general conditions, preconstruction, and contingency, will be approximately \$64 Million. Bidders should base their calculations on the anticipated hard costs for this Project.

Bidders shall use the General Conditions/General Requirements Schedule (included with this solicitation) as an example of the detail required to support the calculation of the estimated cost and modify it as necessary.

The successful bidder will be expected to provide a Guaranteed Maximum Price for review and approval prior to the start of construction.

## **VII. EVALUATION AND SELECTION**

### **Evaluation Team**

The Division of Purchases will establish a Technical Review Committee, comprised of five (5) members, with one member from the Department of Administration Division of Legal Services, one member from the Department of Administration with experience in the construction of capital projects, one member from the Division of Purchases, and two members from the Department of Human Services. The Technical Review Committee, with the assistance of the Owner's Program Manager, will review proposals and make recommendations for award of the contract pursuant to this solicitation.

### **Evaluation Process**

The Technical Review Committee will conduct a comprehensive and impartial evaluation of all bid proposals based on the bidder's responses to the questions and requirements in the solicitation and assign a point value to the different components. The Technical Proposal is worth 60 points. The Technical Review Committee will evaluate each bid proposal to determine whether it is complete and comprehensive. Bid proposals that are incomplete or nonresponsive or otherwise fail to comply with the terms and conditions of this solicitation may be rejected.

The primary criteria are:

- commitment to service the State of Rhode Island and its governmental subdivisions through high standards of performance
- flexibility and innovation in addressing the needs of the State of Rhode Island
- demonstrated ability to perform the requirements specified in the solicitation

The Technical Review Committee will provide a recommendation to the Division of Purchases. The Division of Purchases reserves the right to select the bidder or bidders that it deems to be in the best interest of the State of Rhode Island to perform the services requested in the solicitation or to reject all bid proposals.

The Technical Proposal will be evaluated and scored based upon the following point system:

<b>EVALUATION CRITERIA</b>	<b>MAXIMUM POINTS</b>
<b>TECHNICAL PROPOSAL</b>	
Work plan	20
Project approach	20
Procurement approach	20
<b>Maximum Total Technical Points</b>	<b>60</b>
<b>COST PROPOSAL</b>	
Preconstruction fee	5
Construction services fee	20
General Conditions/General Requirements fee	15
<b>Maximum Total Cost Points</b>	<b>40</b>
<b>MAXIMUM TOTAL POINTS</b>	<b>100</b>

The Technical Review Committee may consider the bidders' statement of qualifications submitted for the "Prequalification – Construction Management at Risk (PCM), Phase I – URI College of Engineering – New Building and Swing Space" Solicitation in its evaluation of the bidders.

The bidder's Technical Proposal must receive a minimum of 45 points out of a maximum of 60 points to be eligible for further consideration. All Technical Proposals that receive a score of at least 45 points will be evaluated on the basis of cost. The Cost Proposal is worth a maximum of 40 points.

The bidder with the lowest fee proposal for the preconstruction fee will receive the full 5 cost points; the bidder with the lowest fee proposal for the construction services fee will receive the full 20 cost points; the bidder with the lowest fee proposal for the general conditions/general requirements fee will receive the full 15 cost points. The other bidders will receive a number of points prorated based on each fee category.



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Administration  
DIVISION OF PURCHASES  
One Capitol Hill  
Providence, RI 02908-5855

Tel: (401) 574-8100  
Fax: (401) 574-8387  
Website: www.purchasing.ri.gov

**SOLICITATION # 7550037**  
**TITLE: Pre-Qualification – CONSTRUCTION MANAGEMENT AT RISK (PCM) URI COLLEGE OF ENGINEERING - NEW BUILDING & SWING SPACE RENOVATIONS**

**CONTRACTORS LISTED BELOW HAVE BEEN EVALUATED AND DETERMINED TO BE PRE-QUALIFIED TO BID ON THE NEXT PHASE OF THE ABOVE LISTED SOLICITATION**

<b>COMPANY NAME</b>	<b>CONTACT PERSON</b>	<b>ADDRESS</b>	<b>PHONE</b>
Bacon Construction Co., Inc.	Stephen Ahern <a href="mailto:steveah@baconconstruction.com">steveah@baconconstruction.com</a>	241 Narragansett Park Dr. East providence, RI 02916	(401) 431-1200
Bond Brothers	Denise M. Marien <a href="mailto:dmarien@bondbrothers.com">dmarien@bondbrothers.com</a>	145 Spring Street Everett, MA 02149	(617) 394-6258
Daniel O’Connell’s Sons, Inc.	Thomas A. Walsh <a href="mailto:twalsh@oconnells.com">twalsh@oconnells.com</a>	480 Hampden Street Post Office Box 267 Holyoke, MA 01041	(413) 540-1367
Dimeo Construction Company	Mike Fuchs <a href="mailto:MFUCHS@DIMEO.COM">MFUCHS@DIMEO.COM</a>	75 Chapman Street Providence, RI 02905	(401) 781-9800
Gilbane Building Company	Michael Busam <a href="mailto:mbusam@gilbaneco.com">mbusam@gilbaneco.com</a>	7 Jackson Walkway Providence, RI 02903	(401) 456-5672
Shawmut Design and Construction	Ron Simoneau <a href="mailto:rsimoneau@shawmut.com">rsimoneau@shawmut.com</a>	Three Davol Square Suite A275, Box 195 Providence, RI 02903	(401) 752-6510
Suffolk Construction Company, Inc.	Sean Edwards <a href="mailto:SEdwards@suffolk.com">SEdwards@suffolk.com</a>	65 Allerton Street Boston, MA 02119	(617) 571-4436

# DRAFT AIA® Document A133™ - 2009

*Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price*

AGREEMENT made as of the « » day of « » in the year « »  
(In words, indicate day, month and year.)

BETWEEN the Owner:  
(Name, legal status and address)

« »  
« »

and the Construction Manager:  
(Name, legal status and address)

« »  
« »

for the following Project:  
(Name and address or location)

«URI College of Engineering»  
« »

The Architect:  
(Name, legal status and address)

« »  
« »

The Owner's Designated Representative:  
(Name, address and other information)

« »  
« »  
« »  
« »  
« »  
« »

The Construction Manager's Designated Representative:  
(Name, address and other information)

« »  
« »  
« »  
« »  
« »  
« »

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.



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The Architect's Designated Representative:  
(Name, address and other information)



The Owner and Construction Manager agree as follows.



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- 6 COST OF THE WORK FOR CONSTRUCTION PHASE
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- 8 INSURANCE AND BONDS
- 9 DISPUTE RESOLUTION
- 10 TERMINATION OR SUSPENSION
- 11 MISCELLANEOUS PROVISIONS
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### EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

#### ARTICLE 1 GENERAL PROVISIONS

##### § 1.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 2.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

##### § 1.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

##### § 1.3 General Conditions

For the Preconstruction Phase, AIA Document A201™-2007, General Conditions of the Contract for Construction, shall apply only as specifically provided in this Agreement. For the Construction Phase, the general conditions of the contract shall be as set forth in A201-2007, which document is incorporated herein by reference. The term "Contractor" as used in A201-2007 shall mean the Construction Manager.

## ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2. The Construction Manager's Construction Phase responsibilities are set forth in Section 2.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

### § 2.1 Preconstruction Phase

§ 2.1.1 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

#### § 2.1.2 Consultation

The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall advise the Owner and the Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations consistent with the Project requirements to the Owner and Architect on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 2.1.3 When Project requirements in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products; including those that must be ordered well in advance of construction; and the occupancy requirements of the Owner.

#### § 2.1.4 Phased Construction

The Construction Manager shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, or phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.

#### § 2.1.5 Preliminary Cost Estimates

§ 2.1.5.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 2.1.5.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action.

#### § 2.1.6 Subcontractors and Suppliers

The Construction Manager shall develop bidders' interest in the Project.

§ 2.1.7 The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of

construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

#### **§ 2.1.8 Extent of Responsibility**

The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

#### **§ 2.1.9 Notices and Compliance with Laws**

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi governmental authorities for inclusion in the Contract Documents.

#### **§ 2.2 Guaranteed Maximum Price Proposal and Contract Time**

**§ 2.2.1** At a time to be mutually agreed upon by the Owner and the Construction Manager and in consultation with the Architect, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, including contingencies described in Section 2.2.4, and the Construction Manager's Fee.

**§ 2.2.2** To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Construction Manager shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

**§ 2.2.3** The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 2.2.2, to supplement the information provided by the Owner and contained in the Drawings and Specifications;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, contingency, and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

**§ 2.2.4** In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include its contingency for the Construction Manager's exclusive use to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order.

**§ 2.2.5** The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner and Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

**§ 2.2.6** If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum

Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 2.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase, unless the Owner provides prior written authorization for such costs.

§ 2.2.8 The Owner shall authorize the Architect to provide the revisions to the Drawings and Specifications to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications.

§ 2.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

### § 2.3 Construction Phase

#### § 2.3.1 General

§ 2.3.1.1 For purposes of Section 8.1.2 of A201-2007, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 2.3.1.2 The Construction Phase shall commence upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal or the Owner's issuance of a Notice to Proceed, whichever occurs earlier.

#### § 2.3.2 Administration

§ 2.3.2.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect. The Owner shall then determine, with the advice of the Construction Manager and the Architect, which bids will be accepted. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 2.3.2.2 If the Guaranteed Maximum Price has been established and when a specific bidder (1) is recommended to the Owner by the Construction Manager, (2) is qualified to perform that portion of the Work, and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount and time requirement of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 2.3.2.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract is awarded on a cost plus a fee basis, the Construction Manager shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Section 6.11 below.

§ 2.3.2.4 If the Construction Manager recommends a specific bidder that may be considered a "related party" according to Section 6.10, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction, according to Section 6.10.2.

§ 2.3.2.5 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner and Architect.

§ 2.3.2.6 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and submittal schedule in accordance with Section 3.10 of A201–2007.

§ 2.3.2.7 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. The Construction Manager shall also keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 2.3.2.8 The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 2.3.2.7 above.

#### § 2.4 Professional Services

Section 3.12.10 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

#### § 2.5 Hazardous Materials

Section 10.3 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

### ARTICLE 3 OWNER'S RESPONSIBILITIES

#### § 3.1 Information and Services Required of the Owner

§ 3.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 3.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Construction Manager may only request such evidence if (1) the Owner fails to make payments to the Construction Manager as the Contract Documents require, (2) a change in the Work materially changes the Contract Sum, or (3) the Construction Manager identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Construction Manager and Architect.

§ 3.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 3.1.4 **Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 3.1.4.1 The Owner shall furnish tests, inspections and reports required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 3.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 3.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 3.1.4.4 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

### § 3.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2007, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 3.2.1 **Legal Requirements.** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

### § 3.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B103™-2007, Standard Form of Agreement Between Owner and Architect, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and the Architect, and any further modifications to the agreement.

## ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

### § 4.1 Compensation

§ 4.1.1 For the Construction Manager's Preconstruction Phase services, the Owner shall compensate the Construction Manager as follows:

§ 4.1.2 For the Construction Manager's Preconstruction Phase services described in Sections 2.1 and 2.2:  
*(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)*

« »

§ 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within « » ( « » ) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 4.1.4 Compensation based on Direct Personnel Expense includes the direct salaries of the Construction Manager's personnel providing Preconstruction Phase services on the Project and the Construction Manager's costs for the mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

### § 4.2 Payments

§ 4.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 4.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid « » ( « » ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.  
(Insert rate of monthly or annual interest agreed upon.)

« » % « »

#### ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 5.1 For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum in current funds. The Contract Sum is the Cost of the Work as defined in Section 6.1.1 plus the Construction Manager's Fee.

§ 5.1.1 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

« »

§ 5.1.2 The method of adjustment of the Construction Manager's Fee for changes in the Work:

« »

§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

« »

§ 5.1.4 Rental rates for Construction Manager-owned equipment shall not exceed « » percent ( « » %) of the standard rate paid at the place of the Project.

§ 5.1.5 Unit prices, if any:

(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
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#### § 5.2 Guaranteed Maximum Price

§ 5.2.1 The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, as it is amended from time to time. To the extent the Cost of the Work exceeds the Guaranteed Maximum Price, the Construction Manager shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner.

(Insert specific provisions if the Construction Manager is to participate in any savings.)

« »

§ 5.2.2 The Guaranteed Maximum Price is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

#### § 5.3 Changes in the Work

§ 5.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Architect may make minor changes in the Work as provided in Section 7.4 of AIA Document A201-2007, General Conditions of the Contract for Construction. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 5.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Section 7.3.3 of AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 5.3.3 In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Section 7.3.3.3 of AIA Document A201–2007 and the term "costs" as used in Section 7.3.7 of AIA Document A201–2007 shall have the meanings assigned to them in AIA Document A201–2007 and shall not be modified by Sections 5.1 and 5.2, Sections 6.1 through 6.7, and Section 6.8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 5.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in the above-referenced provisions of AIA Document A201–2007 shall mean the Cost of the Work as defined in Sections 6.1 to 6.7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 5.1 of this Agreement.

§ 5.3.5 If no specific provision is made in Section 5.1.2 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 5.1.2 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

## ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

### § 6.1 Costs to Be Reimbursed

§ 6.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7.

§ 6.1.2 Where any cost is subject to the Owner's prior approval, the Construction Manager shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing Guaranteed Maximum Price Amendment.

### § 6.2 Labor Costs

§ 6.2.1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 6.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site with the Owner's prior approval.

*(If it is intended that the wages or salaries of certain personnel stationed at the Construction Manager's principal or other offices shall be included in the Cost of the Work, identify in Section 11.5, the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)*

§ 6.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 6.2.4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 6.2.1 through 6.2.3.

§ 6.2.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, with the Owner's prior approval.

### § 6.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.

**§ 6.4 Costs of Materials and Equipment Incorporated in the Completed Construction**

**§ 6.4.1** Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

**§ 6.4.2** Costs of materials described in the preceding Section 6.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

**§ 6.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items**

**§ 6.5.1** Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

**§ 6.5.2** Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item. Rates of Construction Manager-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

**§ 6.5.3** Costs of removal of debris from the site of the Work and its proper and legal disposal.

**§ 6.5.4** Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

**§ 6.5.5** That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

**§ 6.5.6** Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

**§ 6.6 Miscellaneous Costs**

**§ 6.6.1** Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

**§ 6.6.2** Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Construction Manager is liable.

**§ 6.6.3** Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.

**§ 6.6.4** Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201-2007 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 6.7.3.

**§ 6.6.5** Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the

last sentence of Section 3.17 of AIA Document A201-2007 or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

§ 6.6.6 Costs for electronic equipment and software, directly related to the Work with the Owner's prior approval.

§ 6.6.7 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 6.6.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 6.6.9 Subject to the Owner's prior approval, expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work.

### § 6.7 Other Costs and Emergencies

§ 6.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ 6.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.4 of AIA Document A201-2007.

§ 6.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Construction Manager and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 6.7.4 The costs described in Sections 6.1 through 6.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201-2007 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.8.

### § 6.8 Costs Not To Be Reimbursed

§ 6.8.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 6.2, or as may be provided in Article 11;
- .2 Expenses of the Construction Manager's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Sections 6.1 to 6.7;
- .4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .5 Except as provided in Section 6.7.3 of this Agreement, costs due to the negligence or failure of the Construction Manager, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Sections 6.1 to 6.7;
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .8 Costs for services incurred during the Preconstruction Phase.

### § 6.9 Discounts, Rebates and Refunds

§ 6.9.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 6.9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 6.9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

**§ 6.10 Related Party Transactions**

§ 6.10.1 For purposes of Section 6.10, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, the Construction Manager owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Construction Manager. The term "related party" includes any member of the immediate family of any person identified above.

§ 6.10.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3. If the Owner fails to authorize the transaction, the Construction Manager shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3.

**§ 6.11 Accounting Records**

The Construction Manager shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

**ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES**

**§ 7.1 Progress Payments**

§ 7.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Construction Manager as provided below and elsewhere in the Contract Documents.

§ 7.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 7.1.3 Provided that an Application for Payment is received by the Architect not later than the « » day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the « » day of the « » month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than « » ( « » ) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

§ 7.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, less that portion of those payments attributable to the Construction Manager's Fee, plus payrolls for the period covered by the present Application for Payment.

§ 7.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 7.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 7.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201-2007;
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 Add the Construction Manager's Fee, less retainage of ~~( )~~ percent ( ~~( )~~ %). The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of ~~( )~~ percent ( ~~( )~~ %) from that portion of the Work that the Construction Manager self-performs;
- .5 Subtract the aggregate of previous payments made by the Owner;
- .6 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .7 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 7.1.8 The Owner and Construction Manager shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 7.1.9 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 7.1.10 In taking action on the Construction Manager's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections; or that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

## § 7.2 Final Payment

§ 7.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- 1 the Construction Manager has fully performed the Contract except for the Construction Manager's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment;
- 2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- 3 a final Certificate for Payment has been issued by the Architect.

The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

« »

§ 7.2.2 The Owner's auditors will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document A201-2007. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201-2007. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 7.2.3 If the Owner's auditors report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201-2007. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 7.2.4 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings as provided in Section 5.2.1, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

**ARTICLE 8 INSURANCE AND BONDS**

For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance, and the Construction Manager shall provide bonds as set forth in Article 11 of AIA Document A201-2007. *(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)*

Type of Insurance or Bond	Limit of Liability or Bond Amount (\$0.00)
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**ARTICLE 9 DISPUTE RESOLUTION**

§ 9.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 9 and Article 15 of A201-2007. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 9.3 of this Agreement shall not apply.

§ 9.2 For any Claim subject to, but not resolved by mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

Arbitration pursuant to Section 15.4 of AIA Document A201-2007

Litigation in a court of competent jurisdiction

Other: (Specify)

### § 9.3 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

« »

« »

« »

« »

## ARTICLE 10 TERMINATION OR SUSPENSION

### § 10.1 Termination Prior to Establishment of the Guaranteed Maximum Price

§ 10.1.1 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Section 14.1.1 of A201-2007.

§ 10.1.2 In the event of termination of this Agreement pursuant to Section 10.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 4.1.

§ 10.1.3 If the Owner terminates the Contract pursuant to Section 10.1.1 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 10.1.2:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

#### **§ 10.2 Termination Subsequent to Establishing Guaranteed Maximum Price**

Following execution of the Guaranteed Maximum Price Amendment and subject to the provisions of Section 10.2.1 and 10.2.2 below, the Contract may be terminated as provided in Article 14 of AIA Document A201-2007.

**§ 10.2.1** If the Owner terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager pursuant to Sections 14.2 and 14.4 of A201-2007 shall not exceed the amount the Construction Manager would otherwise have received pursuant to Sections 10.1.2 and 10.1.3 of this Agreement.

**§ 10.2.2** If the Construction Manager terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Section 14.1.3 of A201-2007 shall not exceed the amount the Construction Manager would otherwise have received under Sections 10.1.2 and 10.1.3 above, except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, utilizing as necessary a reasonable estimate of the Cost of the Work for Work not actually completed.

#### **§ 10.3 Suspension**

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007. In such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201-2007, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 5.1 and 5.3.5 of this Agreement.

### **ARTICLE 11 MISCELLANEOUS PROVISIONS**

**§ 11.1** Terms in this Agreement shall have the same meaning as those in A201-2007.

#### **§ 11.2 Ownership and Use of Documents**

Section 1.5 of A201-2007 shall apply to both the Preconstruction and Construction Phases.

#### **§ 11.3 Governing Law**

Section 13.1 of A201-2007 shall apply to both the Preconstruction and Construction Phases.

#### **§ 11.4 Assignment**

The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement. Except as provided in Section 13.2.2 of A201-2007, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

#### **§ 11.5 Other provisions:**

« »

### **ARTICLE 12 SCOPE OF THE AGREEMENT**

**§ 12.1** This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 12.2 The following documents comprise the Agreement:

- .1 AIA Document A133-2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A201-2007, General Conditions of the Contract for Construction
- .3 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:



- .4 AIA Document E202™-2008, Building Information Modeling Protocol Exhibit, if completed, or the following:



- .5 Other documents:  
*(List other documents, if any, forming part of the Agreement.)*



This Agreement is entered into as of the day and year first written above.

OWNER (Signature)

CONSTRUCTION MANAGER (Signature)

« »

(Printed name and title)

« »

(Printed name and title)

**DRAFT AIA® Document A133™ - 2009**  
**Exhibit A**

**Guaranteed Maximum Price Amendment**

for the following PROJECT:

*(Name and address or location)*

«URI College of Engineering»

« »

**THE OWNER:**

*(Name, legal status and address)*

« »

« »

**THE CONSTRUCTION MANAGER:**

*(Name, legal status and address)*

« »

« »

**ARTICLE A.1**

**§ A.1.1 Guaranteed Maximum Price**

Pursuant to Section 2.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of this Agreement.

**§ A.1.1.1** The Contract Sum is guaranteed by the Construction Manager not to exceed « » (\$ « »), subject to additions and deductions by Change Order as provided in the Contract Documents.

**§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price.** Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Construction Manager's Fee, and other items that comprise the Guaranteed Maximum Price.  
*(Provide below or reference an attachment.)*

« »

**§ A.1.1.3** The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:  
*(State the numbers or other identification of accepted alternates. If the Contract Documents permit the Owner to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the amount for each and the date when the amount expires.)*

« »

**§ A.1.1.4** Allowances included in the Guaranteed Maximum Price, if any:  
*(Identify allowance and state exclusions, if any, from the allowance price.)*

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.



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Item	Price (\$0.00)

§ A.1.1.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

« »

§ A.1.1.6 The Guaranteed Maximum Price is based upon the following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

§ A.1.1.7 The Guaranteed Maximum Price is based upon the following Specifications:  
(Either list the Specifications here, or refer to an exhibit attached to this Agreement.)

« »

Section	Title	Date	Pages

§ A.1.1.8 The Guaranteed Maximum Price is based upon the following Drawings:  
(Either list the Drawings here, or refer to an exhibit attached to this Agreement.)

« »

Number	Title	Date

§ A.1.1.9 The Guaranteed Maximum Price is based upon the following other documents and information:  
(List any other documents or information here, or refer to an exhibit attached to this Agreement.)

« »

**ARTICLE A.2**

§ A.2.1 The anticipated date of Substantial Completion established by this Amendment:

« »

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
CONSTRUCTION MANAGER (Signature)

« »  
\_\_\_\_\_  
(Printed name and title)

« »  
\_\_\_\_\_  
(Printed name and title)



**Pre-Construction Fee Schedule**

<b>Activity</b>	<b>Team Member</b>	<b>Total Hours</b>	<b>Rate</b>	<b>Fee</b>
<b>Attend Project Meetings</b>	Project Executive			\$0
	Project Manager			\$0
	Project Estimator			\$0
	Project Scheduler			\$0
	Other			
<b>Subtotal</b>				\$0
<b>Design Review and Coordination</b>	Project Executive			\$0
	Project Manager			\$0
	Project Estimator			\$0
	Project Scheduler			\$0
	Other			
<b>Subtotal</b>				\$0
<b>Project Schedule</b>	Project Executive			\$0
	Project Manager			\$0
	Project Estimator			\$0
	Project Scheduler			\$0
	Other			
<b>Subtotal</b>				\$0
<b>Project Budget Review</b>	Project Executive			\$0
	Project Manager			\$0
	Project Estimator			\$0
	Project Scheduler			\$0
	Other			
<b>Subtotal</b>				\$0
<b>Reimbursables</b>				\$0
<b>TOTAL</b>				<b>\$0</b>

**General Conditions/General Requirements Schedule**

<u>General Conditions</u>				<i>Estimated CM Cost</i>	<i>Notes:</i>
<u>Personnel</u>	<u>Hours</u>	<u>Rate</u>			
1 Project Executive	0		0	\$ -	
2 Project Manager				\$ -	
3 Assistant Project Manager				\$ -	
4 General Superintendent				\$ -	
5 Safety Officer				\$ -	
6 Job Site Supervision				\$ -	
7 Field Engineering				\$ -	
8 Project Clerical/Secretary				\$ -	
9 Timekeeper				\$ -	
10 Shop Drawing Coordination				\$ -	
11 Quality Control				\$ -	
12 Elevator Operators				\$ -	
13 Maintenance Engineers				\$ -	
14 Hoist Engineers				\$ -	
15 Master Mechanic				\$ -	
16 Flagmen				\$ -	
17 Watchmen and Site Security				\$ -	
18 Premium Time as may be required				\$ -	
19 Relocation				\$ -	
20 Travel, Meals, Lodging				\$ -	
21 Vehicles				\$ -	
22 Full-time laborer				\$ -	
23 Travel, Meals, & Lodging to/from Job Site				\$ -	
24 Other				\$ -	
<b>SUBTOTAL</b>				\$ -	
<b>B Engineering and Testing:</b>					
1 Building Layout				\$ -	
2 Baseline Layout				\$ -	
3 Site Survey				\$ -	
4 Routine Inspection				\$ -	
5 Soil Testing				\$ -	
6 Concrete Testing				\$ -	
<b>SUBTOTAL</b>				\$ -	
<b>C Field Office Expense:</b>					
1 Job Office/Trailer				\$ -	
2 Architect/Owner Office				\$ -	
3 Conference room for 20 people				\$ -	
4 Storage Areas and Shed				\$ -	
5 Office Equipment & Computers for CM use				\$ -	
6 Job Office Supplies For CM use				\$ -	
7 Radios				\$ -	
8 First Aid & Safety				\$ -	
9 Telephone				\$ -	
10 Postage & Messenger Service				\$ -	
11 Photographs				\$ -	
12 Other				\$ -	
<b>SUBTOTAL</b>				\$ -	
<b>D Temporary Construction, Barricades, Signs &amp; Utilities</b>					
1 Temporary Electric Services and Lighting (kWh usage & temporary electric hookup)				\$ -	
2 Temporary Heat (Fuel Usage Costs, temporary equipment & hookup)				\$ -	
3 Temporary Water (water usage costs & temporary water hookup)				\$ -	
4 Temporary Sanitary Facilities				\$ -	
5 Temporary Fire Protection & Extinguishers				\$ -	
6 Protection of Permanent Elevators				\$ -	
7 Rubbish Chutes				\$ -	
8 Temporary Stairs, Ladders & Floors				\$ -	
9 Temporary Fences & Barricades				\$ -	
10 Project Signs				\$ -	
11 Jobsite Signs				\$ -	
12 Other Temporary Construction				\$ -	
<b>SUBTOTAL</b>				\$ -	
<b>E Clean Up:</b>					
1 Trash Removal, Dumpsters				\$ -	
2 Daily Site Cleaning				\$ -	

3	Pest and Rodent control	\$	-	
4	Final Interior Cleaning	\$	-	
5	Final Exterior Cleaning	\$	-	
6	Final Glass Cleaning	\$	-	
7	Other	\$	-	
<b>SUBTOTAL</b>		\$		
<b>F</b>	<b>Insurance:</b>			
1	Employer's Liability	\$	-	
2	Comprehensive General Liability	\$	-	
3	Automobile	\$	-	
4	Workmen's Compensation	\$	-	
5	Other	\$	-	
<b>SUBTOTAL</b>		\$		
<b>G</b>	<b>Project Closeout:</b>			
1	Punchlist	\$	-	
2	Record Drawings	\$	-	
3	Manuals and Operating Instructions	\$	-	
4	Warranties	\$	-	
5	Other	\$	-	
<b>SUBTOTAL</b>		\$		
<b>H</b>	<b>Permits</b>			
1	Building	\$	-	
2	Certificate of Occupancy	\$	-	
<b>SUBTOTAL</b>		\$		
<b>I</b>	<b>Miscellaneous</b>			
1	Ceremonies	\$	-	
2	Other	\$	-	
<b>SUBTOTAL</b>		\$		
<b>Total General Conditions/General Requirements</b>		\$		