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 20
(In words, indicate day, month and year.)

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

University of North Florida Board of Trustees
1 UNF Drive
Jacksonville, Florida 32224

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

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

University of North Florida
1 UNF Drive
Jacksonville, Florida 32224

The Architect:
(Name, legal status and address)

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

Zak Ovadia, AIA, MRAIC, NCARB
Director, Campus Planning, Design & Construction
University of North Florida

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. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

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

The Owner and Construction Manager agree as follows.
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(Paragraph Deleted)

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.
§ 1.3 SUPPLEMENTARY CONDITIONS

The General Conditions are amended and supplemented by UNF Supplementary Conditions to AIA Document A201 – 2007 General Conditions of the Contract, dated August 17, 2016, which are incorporated herein by reference.

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. If the Project schedule indicates that previously approved schedules may not be met, the Construction Manager shall make appropriate recommendations to the Owner and Architect.

§ 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 Architec’ts
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.

§2.1.5.3 The Construction Manager shall expeditiously review Design Development Documents during their development and advise on proposed site use and improvements, selection of materials, building systems and equipment, and methods of Project delivery. The Construction Manager shall provide recommendations on relative feasibility of construction methods, 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, and possible economies.

§ 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 all applicable laws, statutes, ordinances, codes, rules and regulations, Owner-promulgated policies, 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, including Owner,. Such applicable laws, rules and regulations include, without limitation, those governing labor and services by undocumented foreign nationals. The Construction Manager agrees not to discriminate in any manner on the basis of sex, race, creed, age, color, national origin, sexual orientation, marital status, religious belief, disability, status as a disabled veteran, or veteran of the Vietnam era, and to comply fully with all applicable laws and policies prohibiting discrimination and sexual harassment.

§2.1.10 OTHER RESPONSIBILITIES
The Construction Manager shall:

.1 Consult with the Owner and Architect regarding the Construction Documents and make recommendations whenever design details adversely affect constructability, cost or schedules.

.2 Provide recommendations and information to the Owner regarding the allocation of responsibilities for safety programs among the Contractors.

.3 Advise on the division of the Project into individual Subcontracts for various categories of Work , including, if requested, the method to be used for selecting Subcontractors and awarding Subcontracts and review the Construction Documents and make recommendations as required to provide that (1) the Work of the Subcontractors is coordinated, (2) all requirements for the Project have been assigned to the appropriate Subcontract, (3) the likelihood of jurisdictional disputes has been minimized, and (4) proper coordination has been provided for phased construction.
.4 Assist the Owner in selecting, retaining and coordinating the professional services of surveyors, special consultants and testing laboratories required for the Project.

.5 Provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases and make recommendations for actions designed to minimize adverse effects of labor shortages.

.6 Encourage small business and minority participation in the development of Subcontract packages.

.7 Provide recommendations and information to the Owner and Architect regarding the assignment of responsibilities for temporary Project facilities and equipment, materials and services for common use of the Contractors, and verify that such requirements and assignments of responsibilities are included in the proposed 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 other items, and the Construction Manager’s Fee;

.4 The date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based;

.5 A schedule of the Construction Documents issuance dates upon which the date of Substantial Completion; and

.6 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 use to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order. The contingency allowance is an uncommitted, mutually agreed upon sum of money allocated within the Guaranteed Maximum Price for the purpose of defraying the expenses due to unforeseen circumstances relating to the Project’s construction. The Owner retains expenditure authority over the Construction Manager’s contingency allowance.

§ 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. If the Guaranteed Maximum Price proposal is not accepted by the Owner, the Owner shall so notify the Construction Manager in writing. The Construction Manager shall then recommend adjustments to the Work through value engineering. The Construction Manager, the Owner and the Architect will discuss and negotiate these recommendations for no more than 30 calendar days, unless an extension is granted in writing by the Owner. If an acceptable Guaranteed Maximum Price is not developed, negotiations may be terminated, and the Owner may initiate negotiations with another construction management firm.

§ 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 Upon acceptance by the Owner of the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price and its basis shall be set forth in Guaranteed Maximum Price Amendment. Guaranteed Maximum Price Amendment will establish the Guaranteed Maximum Price, Contract Time, and liquidated damages associated with the Construction Manager’s failure to substantially complete the Work by the Date of Substantial Completion, as adjusted as provided in the Contract Documents. Performance and Payment Bonds on the Owner’s standard forms will be executed simultaneously with Guaranteed Maximum Price Amendment. The Guaranteed Maximum Price shall be subject to additions and deductions by a change in the Work as provided in the Contract Documents, and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

§ 2.2.9 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 promptly notify the Owner and Architect of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications.

§ 2.2.10 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.

§ 2.2.11 In the event the Owner desires to accelerate the schedule for any portion of the Work, the Owner shall notify the Construction Manager in writing. Within fourteen (14) days, the Construction Manager shall give the Owner a revised Guaranteed Maximum Price for the acceleration which shall become a Change Order upon acceptance. The Owner may then direct the Construction Manager to increase its staff and require its Subcontractors to increase their manpower, or to work such overtime hours as may be necessary to accomplish the required acceleration in accordance with the approved Change Order. In such event the Owner shall reimburse the Construction Manager for the costs of such acceleration subject to the Guaranteed Maximum Price. In no event shall the Construction Manager be entitled to compensation in excess of the Guaranteed Maximum Price. The Construction Manager shall require accurate daily records of all costs of the required acceleration and shall secure the Owner’s approval of such records.

§ 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 last to occur of the following events: (1) Owner’s acceptance of the Construction Manager’s Guaranteed Maximum Price proposal and the Owner’s issuance of a Notice to Proceed, or (2) the Owner’s first authorization to the Construction Manager to:
   (a) award a Subcontract, or
   (b) undertake construction Work with the Construction Manager's own forces, or
   (c) issue a purchase order for materials or equipment required for the Work.
§ 2.3.2 Administration
§ 2.3.2.1 Intentionally deleted.

Unless otherwise authorized by the Owner, all Work shall be performed under Subcontracts held by the Construction Manager. The Owner is not a party to the Subcontracts, but is a third party beneficiary of the Subcontracts, and the Construction Manager agrees to include a provision to such effect in each Subcontract.

Construction Manager agrees that any Subcontract with a Subcontractor shall permit termination of the Subcontract as one remedy for a material breach of the subcontract. The Construction Manager shall not bid on any of the Work, (except the portion of the Work identified as the Construction Manager’s responsibility by this Agreement) or perform any such Work with its own forces without the prior written consent of the Owner. If the Owner provides its prior written consent (which may be conditioned), the Construction Manager shall participate as a bidder on a trade package in accordance with the provisions of this Section 2.3.2.1 and the obligations imposed on potential Subcontractors. Any contract between the Construction Manager and the Owner arising as the result of the Construction Manager being the successful bidder on a trade package shall be a direct contract between the Construction Manager and the Owner, but the Construction Manager shall otherwise be considered a Subcontractor for purposes of the Contract Documents.

The Construction Manager shall establish bidding schedules. The Construction Manager, with the assistance of the Architect, shall issue bidding documents to bidders and conduct pre-bid conferences with prospective bidders. The Construction Manager shall assist the Architect with regard to questions from bidders and with the issuance of addenda.

For trade packages with a value of $5,000 or less, the Construction Manager may negotiate with prospective Subcontractors by whatever means it deems appropriate in its reasonable discretion. For trade packages with a value between $5,001 and $25,000, the Construction Manager shall, when competition is available and feasible obtain two (2) verbal quotes. The amounts of the quotes and the names of the subcontractor providing the same shall be documented in writing. For trade packages with a value between $25,001 and $50,000 the Construction Manager shall, when competition is available and feasible, obtain three (3) written quotes. For trade packages with a value between $50,001 and $199,999, the Construction Manager shall advertise the trade package at least once in the newspaper in general circulation in Jacksonville, Florida at least seven (7) calendar days prior to the published due date, and accept written bids/proposals. For trade packages with a value of $200,000 or more, the Construction Manager shall advertise the trade package at least once in the newspaper in general circulation in Jacksonville, Florida and in the Florida Administrative Weekly, at least twenty one (21) days before the published due date, and accept written bids/proposals. All trade packages in excess of $500,000 shall be procured under a competitive process approved by the Owner. While a sealed bid or proposal process is generally desired and anticipated for such Trade packages to ensure the Owner is receiving the lowest price for such Trade packages, there may be situations in which such process is not appropriate. Therefore, the Construction Manager may, with the prior written approval of the Owner, use an alternative competitive process to procure Subcontractors. In all instances, the Construction Manager shall select the lowest responsive proposal, quote or bid as applicable, it obtains (after concluding negotiations for additional savings with the apparent low and best bidder/proposer).

When procuring trade packages under a competitive sealed bid process, and when directed by the Owner, the Construction Manager shall develop procedures, acceptable to the Owner, for the pre-qualification of subcontractors. In addition, the Construction Manager shall develop subcontractor interest in each Project, conduct pre-bid conferences with interested bidders to review the Design Development Documents, announce at all pre-bid conferences that proof of licensure must be available for review at the bid opening, and review evidence of licensure of apparent low bidders. Bids shall be opened at the location, date and time established in the bid advertisement, and the Owner’s Designated Representative must be present. The Construction Manager may require bidders to submit bid bonds or other bid security acceptable to the Construction Manager as a prerequisite to bidding on the Work.

The Construction Manager shall analyze and evaluate the results of the various bids and their relationship to budgeted and estimated amounts, and prepare for review with the Owner and Architect a bid tabulation analysis and such other support data as necessary to properly compare the various bids and their responsiveness to the designed scope of work. The Construction Manager shall review the scope of Work in detail with apparent low and best bidders and attempt to achieve additional savings through negotiation whenever practical. The Construction
Manager shall maintain records of all pre-award interviews with apparent low bidders.

The Construction Manager will prepare and submit written recommendations to the Owner and Architect for the award of subcontracts by the Construction Manager for all trade packages, whether pursuant to a competitive sealed process or otherwise. The Construction Manager will promptly award and execute subcontracts with approved Subcontractors and print copies of fully executed subcontracts, insurance certificates and, if required, bonds to the Owner. The Construction Manager will insure that each subcontract it enters with a Subcontractor will be expressly subject to the terms of the Contract Documents.

Upon completion of the bidding period, the Construction Manager’s contingency allowance will be adjusted so that it does not exceed the contingency allowance agreed upon in the original Guaranteed Maximum Price Proposal. Those savings resulting from favorable bids will be available for the Owner’s use immediately following the bidding period. Changes to the Guaranteed Maximum Price funded by these savings are not eligible for additional Construction Manager overhead and profit.

§ 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 any Subcontractor 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 at which the Owner, Architect, Construction Manager and relevant Subcontractors can 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. The Architect may attend such meetings by phone and may not be required to attend every such meeting. The representatives of Owner and Construction Manager at the meeting shall have authority to make decisions.

§ 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 and which includes Owner occupancy rights.

§ 2.3.2.7 The Construction Manager shall provide monthly written reports to the Owner and Architect on the progress of the entire Work. The Construction Manager shall maintain a daily log containing a record of weather, Subcontractors working on the site, number of workers, Work accomplished, problems encountered and other similar relevant data as the Owner may reasonably require. The log shall be available to the Owner and Architect. Construction Manager will regularly monitor and update the Project schedule and as the Work progresses, identify potential variances between scheduled and probable completion dates and review the Project schedule for Work not started or incomplete and make adjustments in the schedule to meet the Date of Substantial Completion. Construction Manager shall provide summary reports of such activities and document all changes in each project schedule include regular Project schedule updates and reporting as part of the monthly reports. Construction Manager will display each current Project schedule in the on-site office and review the current Project schedule at progress meetings.

§ 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.
§ 2.3.2.9 The Construction Manager shall endeavor to obtain satisfactory performance from each of the Subcontractors. The Construction Manager shall recommend its proposed course of action to the Owner when requirements of a Subcontract are not being fulfilled.

§ 2.3.2.10 The Construction Manager shall monitor the actual Cost of the Work. The Construction Manager shall be prepared to show to the Owner and the Architect a comparison of actual Cost of the Work to estimated Cost of the Work.

§ 2.3.2.11 The Construction Manager shall review the safety programs developed by each of the Subcontractors for purposes of coordinating the safety programs with those of the other Subcontractors. The Construction Manager’s responsibilities for coordination of safety programs shall not exceed to direct control over or charge of the acts or omissions of the Subcontractors, agents or employees of the Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 2.3.2.12 Construction Manager will maintain exclusively for the Project the level of staff as agreed upon in the approved Guaranteed Maximum Price proposal at the Project site to coordinate and direct the progress of the Work. All of the Construction Managers on site management and supervisory personnel shall be consistent with the interview presentation made to the Owner by the Construction Manager and shall not be removed or replaced without the Owner’s prior written consent, which consent shall not be reasonably withheld. The Owner shall have the right to direct the Construction Manager to remove or replace any on site personnel whose performance becomes unsatisfactory to the Owner. In such event the Construction Manager shall promptly replace such personnel without additional compensation.

§ 2.3.2.13 The Construction Manager shall arrange for the delivery, storage, protection and security of Owner-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Project. Whenever Owner-Furnished- Contractor – Installed (“OFCI”) materials or equipment are shipped to a sub-Project site, the Construction Manager shall notify the Owner and shall be responsible for their acceptance, proper storage, and incorporation into the Work so long as the scope of the OFCI work is included within the Guaranteed Maximum Price.

§ 2.3.2.14 The Construction Manager will provide to the Architect all necessary information to assist in the preparation of record drawing in CADD computer files for the Project. This information shall include, but not be limited to, changes made to the Project by Change Orders, Construction Change Directives and information provided by the Subcontractors. The Construction Manager shall be responsible for providing to the Owner one set of paper (hard) copy and one electronic file. For electronic file, format to be as follows:

   .1 All files shall be saved in auto CADD release 2006 or latest version.
   .2 All X references shall be included on CD and each drawing file shall be binded. The X references list within each drawing shall be black.
   .3 The last view saved shall be with zoom extends preferably in paper space.
   .4 The purge command shall be used prior to the final save command to minimize file size and free debris.

§ 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 Intentionally deleted.
§ 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. To the extent so required or agreed, these may include structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials. The Owner may retain a threshold inspector if required by Chapter 553, Florida Statutes, or other applicable law, regulation or policy.

§ 3.1.4.2 Intentionally deleted.

§ 3.1.4.3 The Owner, when such services are requested and reasonably necessary, 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 may advise the Architect and Construction Manager of any special legal requirements relating specifically to the Project which differ from those generally applicable to construction in the jurisdiction of the Project. 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 Basic Services, including normal structural, mechanical and electrical engineering services, other than cost estimating services, described in the Owner’s Agreement with the Architect for the Project. The Owner shall authorize and cause the Architect to provide those Additional Services described in Owner’s Agreement with the Architect, requested by the Construction Manager which must necessarily be provided by the Architect for the Preconstruction and Construction Phases of the Work. Such services shall be provided in accordance with time schedules agreed to by the Owner, Architect and Construction Manager. Upon request of the Construction Manager, the Owner shall furnish to the Construction Manager a copy of the Owner's Agreement with the Architect.
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: Negotiated Lump Sum Amount

§ 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.)

Included in General Conditions GMP Amendment

§ 4.1.3 Compensation for Preconstruction Phase Services shall be equitably adjusted if such services extend beyond one hundred eighty (180) days from the date of this Agreement or if the originally contemplated scope of services is significantly modified.

§ 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

(Paragraph Deleted)

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.)

The Construction Manager’s fee is to be determined and shall be a percentage of the total estimated cost of Work. The fee shall convert to a lump sum upon acceptance of the Construction Manager’s Guaranteed Maximum Price.

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

Negotiated

§ 5.1.3

Intentionally deleted.

§ 5.1.4 Intentionally deleted.

§ 5.1.5 Unit prices, if any:
§ 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.)

All cost savings for the not-to-exceed value of the Guaranteed Maximum Price shall be returned to the Owner as part of the net aggregate savings established when final accounting is submitted upon Final Completion of the Work, or at such earlier time as agreed to by the Owner and the Construction Manager. "Cost savings" are the net difference obtained by deducting from the Guaranteed Maximum Price, the documented Construction Manager’s Fee, the expended portions of the Construction Manager’s contingency allowance and the actual expenditures representing the Cost of the Work. Liquidated damages, if any, are different from, and are not a part of, this calculation.

§ 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 SubcontractorIntentionally deleted.

§ 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, of materials and equipment incorporated or to be incorporated in the completed construction or stored on-site. At Owner’s sole discretion, Owner may make payment for materials, supplies and/or equipment stored off-site and bonded.

§ 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 Except as otherwise provided, 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. Liability insurance shall be provided at the rate of $____ per thousand.

§ 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 and mediation 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, provided that they are not the result of the Construction Manager’s negligence or malfeasance.

§ 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, together with unexpended contingency allowance, 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. Pursuant to the foregoing general right to audit and copy, the Owner, at its option, may conduct a complete post-construction audit to ascertain the accuracy of all sums invoiced by the Construction Manager for the Work. If any such audit reveals that the Owner has overpaid or paid improperly for any portion of the Work, the Construction Manager will reimburse the Owner for any such overpayment or improper payment.

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 No more frequently than once a month, the Construction Manager shall submit an Application for Payment to the Architect requesting payment for labor and services rendered during the preceding thirty (30) calendar days. Each invoice shall contain such detail and be backed up with whatever supporting information the Owner or Architect requests. The Architect will review the Construction Manager’s Applications for Payment, including such accompanying data, information and schedules required under the Contract Documents, or as the Architect requires, to determine the amounts due to the Construction Manager and, based upon such review, together with its inspections of the Work, shall authorize payment by the Owner to the Construction Manager in writing.

§ 7.1.3 Within thirty (30) calendar days following Architect’s authorization of payment, the Owner shall pay the sum so authorized to the Construction Manager. No Certificate for a progress payment or any partial or entire use or occupancy of the Project by the Owner shall constitute an acceptance of any Work not in accordance with the Contract Documents.

§ 7.1.4 Intentionally deleted.

§ 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
§ 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, less retainage of ten percent (10%). 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, less retainage of ten percent (10%);

.3 Add the Construction Manager’s Fee, less retainage of zero percent (0 %). 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 Intentionally deleted.

.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 Except with the Owner’s prior approval, payments to Subcontractors shall be subject to retention of not less than 10% (ten percent). The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments and retention for Subcontracts. When the Architect certifies that the Work is 50% complete, Owner, in its sole discretion, may reduce the amount of retainage withheld on an Application for Payment.

§ 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:

.1 Take the sum of the Cost of the Work substantiated by the Construction Manager’s final accounting and the Construction Manager's Fee, but not more than the Guaranteed Maximum Price.

.2 Subtract amounts, if any, for which the Architect withholds, in whole or in part, a final Certificate for Payment as provided in Section 9.5.1 of A201™–2007 or other provisions of the Contract Documents.

.3 Subtract the aggregate of previous payments made by the Owner.

§ 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 proceed in accordance with Article 9 without seeking an initial decision pursuant to Section 15.2 of A201–2007, provided that Construction Manager shall commence to proceed within 30 days after the Construction Manager’s receipt of a copy of the Architect’s final Certificate for Payment. Failure to commence proceeding 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)

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 proceeding in accordance with this Article 9 and Article 15 of A201-2007, and Section 9.3 of this Agreement shall not apply.

§ 9.2
§ 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.)

Decision Maker will be a third party mutually agreed upon.

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 at any time by written notice to the Construction Manager for the Owner’s convenience and without cause, and the Construction Manager may terminate this Agreement, at any time by 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 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

(Paragraph Deleted)

(Paragraph Deleted)

.3 Other documents:

(List other documents, if any, forming part of the Agreement.)


The University of North Florida Design Guidelines and Standards

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

UNIVERSITY OF NORTH FLORIDA BOARD OF TRUSTEES (Signature)
Shari Shuman, Vice President Administration and Finance

(Printed name and title)

CONSTRUCTION MANAGER (Signature)

(Printed name and title)
Additions and Deletions Report for
AIA® Document A133™ – 2009

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:29:10 on 02/15/2018.

PAGE 1

AGREEMENT made as of the day of in the year 20

... 

University of North Florida Board of Trustees

1 UNF Drive

... 

Jacksonville, Florida 32224

... 

University of North Florida

1 UNF Drive

Jacksonville, Florida 32224

... 

Zak Ovadia, AIA, MRAIC, NCARB

Director, Campus Planning, Design & Construction

University of North Florida

1 UNF Drive

Jacksonville, Florida 32224

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EXHIBIT A – GUARANTEED MAXIMUM PRICE AMENDMENT
§ 1.3 SUPPLEMENTARY CONDITIONS

... The General Conditions are amended and supplemented by UNF Supplementary Conditions to AIA Document A201 – 2007 General Conditions of the Contract, dated August 17, 2016, which are incorporated herein by reference.

... § 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. If the Project schedule indicates that previously approved schedules may not be met, the Construction Manager shall make appropriate recommendations to the Owner and Architect.

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§ 2.1.5.3 The Construction Manager shall expeditiously review Design Development Documents during their development and advise on proposed site use and improvements, selection of materials, building systems and equipment, and methods of Project delivery. The Construction Manager shall provide recommendations on relative feasibility of construction methods, 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, and possible economies.

... The Construction Manager shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations, Owner-promulgated policies, 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, including Owner. Such applicable laws, rules and regulations include, without limitation, those governing labor and services by undocumented foreign nationals. The Construction Manager agrees not to discriminate in any manner on the basis of sex, race, creed, age, color, national origin, sexual orientation, marital status, religious belief, disability, status as a disabled veteran, or veteran of the Vietnam era, and to comply fully with all applicable laws and policies prohibiting discrimination and sexual harassment.

... § 2.1.10 OTHER RESPONSIBILITIES

... The Construction Manager shall:
1. Consult with the Owner and Architect regarding the Construction Documents and make recommendations whenever design details adversely affect constructability, cost or schedules.

2. Provide recommendations and information to the Owner regarding the allocation of responsibilities for safety programs among the Contractors.

3. Advise on the division of the Project into individual Subcontracts for various categories of Work, including, if requested, the method to be used for selecting Subcontractors and awarding Subcontracts and review the Construction Documents and make recommendations as required to provide that (1) the Work of the Subcontractors is coordinated, (2) all requirements for the Project have been assigned to the appropriate Subcontract, (3) the likelihood of jurisdictional disputes has been minimized, and (4) proper coordination has been provided for phased construction.

4. Assist the Owner in selecting, retaining and coordinating the professional services of surveyors, special consultants and testing laboratories required for the Project.

5. Provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases and make recommendations for actions designed to minimize adverse effects of labor shortages.

6. Encourage small business and minority participation in the development of Subcontract packages.

7. Provide recommendations and information to the Owner and Architect regarding the assignment of responsibilities for temporary Project facilities and equipment, materials and services for common use of the Contractors, and verify that such requirements and assignments of responsibilities are included in the proposed Contract Documents.

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, contingency and other items, and the Construction Manager’s Fee;
.4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based;

.5 A schedule of the Construction Documents issuance dates upon which the date of Substantial Completion; and

.5—.6 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. The contingency allowance is an uncommitted, mutually agreed upon sum of money allocated within the Guaranteed Maximum Price for the purpose of defraying the expenses due to unforeseen circumstances relating to the Project’s construction. The Owner retains expenditure authority over the Construction Manager’s contingency allowance.

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§ 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. The Guaranteed Maximum Price proposal is not accepted by the Owner, the Owner shall so notify the Construction Manager in writing. The Construction Manager shall then recommend adjustments to the Work through value engineering. The Construction Manager, the Owner and the Architect will discuss and negotiate these recommendations for no more than 30 calendar days, unless an extension is granted in writing by the Owner. If an acceptable Guaranteed Maximum Price is not developed, negotiations may be terminated, and the Owner may initiate negotiations with another construction management firm.

§ 2.2.8 Upon acceptance by the Owner of the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price and its basis shall be set forth in Guaranteed Maximum Price Amendment. Guaranteed Maximum Price Amendment will establish the Guaranteed Maximum Price, Contract Time, and liquidated damages associated with the Construction Manager’s failure to substantially complete the Work by the Date of Substantial Completion, as adjusted as provided in the Contract Documents. Performance and Payment Bonds on the Owner’s standard forms will be executed simultaneously with Guaranteed Maximum Price Amendment. The Guaranteed Maximum Price shall be subject to additions and deductions by a change in the Work as provided in the Contract Documents, and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

§ 2.2.9 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 promptly notify the Owner and Architect of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications.
§ 2.2.9-2.2.10 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.

...  

§ 2.2.11 In the event the Owner desires to accelerate the schedule for any portion of the Work, the Owner shall notify the Construction Manager in writing. Within fourteen (14) days, the Construction Manager shall give the Owner a revised Guaranteed Maximum Price for the acceleration which shall become a Change Order upon acceptance. The Owner may then direct the Construction Manager to increase its staff and require its Subcontractors to increase their manpower, or to work such overtime hours as may be necessary to accomplish the required acceleration in accordance with the approved Change Order. In such event the Owner shall reimburse the Construction Manager for the costs of such acceleration subject to the Guaranteed Maximum Price. In no event shall the Construction Manager be entitled to compensation in excess of the Guaranteed Maximum Price. The Construction Manager shall require accurate daily records of all costs of the required acceleration and shall secure the Owner’s approval of such records.

...  

§ 2.3.1.2 The Construction Phase shall commence upon the last to occur of the following events: (1) Owner’s acceptance of the Construction Manager’s Guaranteed Maximum Price proposal or and the Owner’s issuance of a Notice to Proceed, whichever occurs earlier or (2) the Owner's first authorization to the Construction Manager to:

...  

(a) award a Subcontract, or

...  

(b) undertake construction Work with the Construction Manager's own forces, or

...  

(c) issue a purchase order for materials or equipment required for the Work.

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§ 2.3.2.1 Those portions of Intentionally deleted.

...  

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. Unless otherwise authorized by the Owner, all Work shall be performed under Subcontracts held by the Construction Manager. The Owner is not a party to the Subcontracts, but is a third party beneficiary of the Subcontracts, and the Construction Manager agrees to include a provision to such effect in each Subcontract. Construction Manager agrees that any Subcontract with a Subcontractor shall permit termination of the Subcontract as one remedy for a material breach of the subcontract. The Construction Manager shall not bid on any of the Work, (except the portion...
of the Work identified as the Construction Manager’s responsibility by this Agreement) or perform any such Work with its own forces without the prior written consent of the Owner. If the Owner provides its prior written consent (which may be conditioned), the Construction Manager shall participate as a bidder on a trade package in accordance with the provisions of this Section 2.3.2.1 and the obligations imposed on potential Subcontractors. Any contract between the Construction Manager and the Owner arising as the result of the Construction Manager being the successful bidder on a trade package shall be a direct contract between the Construction Manager and the Owner, but the Construction Manager shall otherwise be considered a Subcontractor for purposes of the Contract Documents.

... The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection establish bidding schedules. The Construction Manager, with the assistance of the Architect, shall issue bidding documents to bidders and conduct pre-bid conferences with prospective bidders. The Construction Manager shall assist the Architect with regard to questions from bidders and with the issuance of addenda.

§ 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 For trade packages with a value of $5,000 or less, the Construction Manager may negotiate with prospective Subcontractors by whatever means it deems appropriate in its reasonable discretion. For trade packages with a value between $5,001 and $25,000, the Construction Manager shall, when competition is available and feasible obtain two (2) verbal quotes. The amounts of the quotes and the names of the subcontractor providing the same shall be documented in writing. For trade packages with a value between $25,001 and $50,000 the Construction Manager shall, when competition is available and feasible, obtain three (3) written quotes. For trade packages with a value between $50,001 and $199,999, the Construction Manager shall advertise the trade package at least once in the newspaper in general circulation in Jacksonville, Florida at least seven (7) calendar days prior to the published due date, and accept written bids/proposals. For trade packages with a value of $200,000 or more, the Construction Manager shall advertise the trade package at least once in the newspaper in general circulation in Jacksonville, Florida and in the Florida Administrative Weekly, at least twenty one (21) days before the published due date, and accept written bids/proposals. All trade packages in excess of $500,000 shall be procured under a competitive process approved by the Owner. While a sealed bid or proposal process is generally desired and anticipated for such Trade packages to ensure the Owner is receiving the lowest price for such Trade packages, there may be situations in which such process is not appropriate. Therefore, the Construction Manager may, with the prior written approval of the Owner, use an alternative competitive process to procure Subcontractors. In all instances, the Construction Manager shall select the lowest responsive proposal, quote or bid as applicable, it obtains (after concluding negotiations for additional savings with the apparent low and best bidder/proposer).

... 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. When procuring trade packages under a competitive sealed bid process, and when directed by the Owner, the Construction Manager shall develop procedures, acceptable to the Owner, for the pre-qualification of subcontractors. In addition, the Construction Manager shall develop subcontractor interest in each Project, conduct pre-bid conferences with interested bidders to review the Design Development Documents, announce at all pre-bid conferences that proof of licensure must be available for review at the bid opening, and review evidence of licensure of apparent low bidders. Bids shall be opened at the location, date and time established in the bid advertisement, and the Owner’s Designated Representative must be present. The Construction Manager may require bidders to submit bid bonds or other bid security acceptable to the Construction Manager as a prerequisite to bidding on the Work.
and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended. The
Construction Manager shall analyze and evaluate the results of the various bids and their relationship to budgeted
and estimated amounts, and prepare for review with the Owner and Architect a bid tabulation analysis and such
other support data as necessary to properly compare the various bids and their responsiveness to the designed scope
of work. The Construction Manager shall review the scope of Work in detail with apparent low and best bidders and
attempt to achieve additional savings through negotiation whenever practical. The Construction Manager shall
maintain records of all pre-award interviews with apparent low bidders.

... 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. The Construction Manager will prepare and submit
written recommendations to the Owner and Architect for the award of subcontracts by the Construction Manager for
all trade packages, whether pursuant to a competitive sealed process or otherwise. The Construction Manager will
promptly award and execute subcontracts with approved Subcontractors and print copies of fully executed
subcontracts, insurance certificates and, if required, bonds to the Owner. The Construction Manager will insure that
each subcontract it enters with a Subcontractor will be expressly subject to the terms of the Contract Documents.

... by the Owner. Upon completion of the bidding period, the Construction Manager’s contingency allowance will be
adjusted so that it does not exceed the contingency allowance agreed upon in the original Guaranteed Maximum
Price Proposal. Those savings resulting from favorable bids will be available for the Owner’s use immediately
following the bidding period. Changes to the Guaranteed Maximum Price funded by these savings are not eligible
for additional Construction Manager overhead and profit.

§ 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-cost-plus-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 any Subcontractor 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 at which the Owner, Architect,
Construction Manager and relevant Subcontractors can 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. The Architect may attend such meetings by phone and may not be required to attend every
such meeting. The representatives of Owner and Construction Manager at the meeting shall have authority to make
decisions.
§ 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. A201–2007 and which includes Owner occupancy rights.

§ 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, provide monthly written reports to the Owner and Architect on the progress of the entire Work. The Construction Manager shall maintain 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. The Construction Manager shall record weather, Subcontractors working on the site, number of workers, Work accomplished, problems encountered and other similar relevant data as the Owner may reasonably require. The log shall be available to the Owner and Architect. Construction Manager will regularly monitor and update the Project schedule and as the Work progresses, identify potential variances between scheduled and probable completion dates and review the Project schedule for Work not started or incomplete and make adjustments in the schedule to meet the Date of Substantial Completion. Construction Manager shall provide summary reports of such activities and document all changes in each project schedule include regular Project schedule updates and reporting as part of the monthly reports. Construction Manager will display each current Project schedule in the on-site office and review the current Project schedule at progress meetings.

§ 2.3.2.9 The Construction Manager shall endeavor to obtain satisfactory performance from each of the Subcontractors. The Construction Manager shall recommend its proposed course of action to the Owner when requirements of a Subcontract are not being fulfilled.

§ 2.3.2.10 The Construction Manager shall monitor the actual Cost of the Work. The Construction Manager shall be prepared to show to the Owner and the Architect a comparison of actual Cost of the Work to estimated Cost of the Work.

§ 2.3.2.11 The Construction Manager shall review the safety programs developed by each of the Subcontractors for purposes of coordinating the safety programs with those of the other Subcontractors. The Construction Manager’s responsibilities for coordination of safety programs shall not exceed to direct control over or charge of the acts or omissions of the Subcontractors, agents or employees of the Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 2.3.2.12 Construction Manager will maintain exclusively for the Project the level of staff as agreed upon in the approved Guaranteed Maximum Price proposal at the Project site to coordinate and direct the progress of the Work. All of the Construction Managers on site management and supervisory personnel shall be consistent with the interview presentation made to the Owner by the Construction Manager and shall not be removed or replaced without the Owner’s prior written consent, which consent shall not be reasonably withheld. The Owner shall have the right to direct the Construction Manager to remove or replace any on site personnel whose performance becomes...
unsatisfactory to the Owner. In such event the Construction Manager shall promptly replace such personnel without additional compensation.

§ 2.3.2.13 The Construction Manager shall arrange for the delivery, storage, protection and security of Owner-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Project. Whenever Owner-Furnished-Contractor–Installed ("OFCI") materials or equipment are shipped to a sub-Project site, the Construction Manager shall notify the Owner and shall be responsible for their acceptance, proper storage, and incorporation into the Work so long as the scope of the OFCI work is included within the Guaranteed Maximum Price.

§ 2.3.2.14 The Construction Manager will provide to the Architect all necessary information to assist in the preparation of record drawing in CADD computer files for the Project. This information shall include, but not be limited to, changes made to the Project by Change Orders, Construction Change Directives and information provided by the Subcontractors. The Construction Manager shall be responsible for providing to the Owner one set of paper (hard) copy and one electronic file. For electronic file, format to be as follows:

1. All files shall be saved in auto CADD release 2006 or latest version.

2. All X references shall be included on CD and each drawing file shall be binded. The X references list within each drawing shall be black.

3. The last view saved shall be with zoom extents preferably in paper space.

4. The purge command shall be used prior to the final save command to minimize file size and free debris.

§ 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, 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. Intentionally deleted.

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§ 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 parties. To the extent so required or agreed, these may include structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials. The Owner may retain a threshold inspector if required by Chapter 553, Florida Statutes, or other applicable law, regulation or policy.

... 

§ 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. Intentionally deleted.

... 

§ 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.

... 

§ 3.2.1 Legal Requirements. The Owner may advise the Architect and Construction Manager of any special legal requirements relating specifically to the Project which differ from those generally applicable to construction in the jurisdiction of the Project. 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.

... 

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™–2014, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition. The Owner shall provide Basic Services, including normal structural, mechanical and electrical engineering services, other than cost estimating services, described in the Owner’s Agreement with the Architect for the Project. The Owner shall authorize and cause the Architect to provide those Additional Services described in Owner’s Agreement with the Architect, requested by the Construction Manager which must necessarily be provided by the Architect for the Preconstruction and Construction Phases of the Work. Such services shall be provided in accordance with time schedules agreed to by the Owner, Architect and Construction Manager. Upon request of the Construction Manager, the Owner shall furnish to the Construction Manager a copy of the executed agreement between the Owner and the Architect, and any further modifications to the agreement Owner's Agreement with the Architect.

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§ 4.1.1 For the Construction Manager’s Preconstruction Phase services, the Owner shall compensate the Construction Manager as follows: Negotiated Lump Sum Amount
§ 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. Compensation for Preconstruction Phase Services shall be equitably adjusted if such services extend beyond one hundred eighty (180) days from the date of this Agreement or if the originally contemplated scope of services is significantly modified.

§ 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.)

...%...

Intentionally deleted.

The Construction Manager’s fee is to be determined and shall be a percentage of the total estimated cost of Work. The fee shall convert to a lump sum upon acceptance of the Construction Manager’s Guaranteed Maximum Price.

Negotiated

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

Intentionally deleted.

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

Intentionally deleted.

<table>
<thead>
<tr>
<th>Item</th>
<th>Units and Limitations</th>
<th>Price per Unit ($0.00)</th>
</tr>
</thead>
</table>

All cost savings for the not-to-exceed value of the Guaranteed Maximum Price shall be returned to the Owner as part of the net aggregate savings established when final accounting is submitted upon Final Completion of the Work, or at such earlier time as agreed to by the Owner and the Construction Manager. "Cost savings" are the net difference obtained by deducting from the Guaranteed Maximum Price, the documented Construction Manager’s Fee, the expended portions of the Construction Manager’s contingency allowance and the actual expenditures representing the Cost of the Work. Liquidated damages, if any, are different from, and are not a part of, this calculation.

§ 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.

§ 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. Subcontractor Intentionally deleted.

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

§ 6.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction or stored on-site. At Owner’s sole discretion, Owner may make payment for materials, supplies and/or equipment stored off-site and bonded.
§ 6.5.1 Costs. Except as otherwise provided, 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.

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§ 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. Liability insurance shall be provided at the rate of $____ per thousand.

§ 6.6.8 Legal, mediation and arbitration. Legal and mediation 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. Work, provided that they are not the result of the Construction Manager’s negligence or malfeasance.

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

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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, contracts, 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. Pursuant to the foregoing general right to audit and copy, the Owner, at its option, may conduct a complete post-construction audit to ascertain the accuracy of all sums invoiced by the Construction Manager for the Work. If any such audit reveals that the Owner has overpaid or paid improperly for any portion of the Work, the Construction Manager will reimburse the Owner for any such overpayment or improper payment.

§ 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: No more frequently than once a month, the Construction Manager shall submit an Application for Payment to the Architect requesting payment for labor and services rendered during the preceding thirty (30) calendar days. Each invoice shall contain such detail and be backed up with whatever supporting information the Owner or Architect requests. The Architect will review the Construction Manager’s Applications for Payment, including such accompanying data, information and schedules required under the Contract Documents.
or as the Architect requires, to determine the amounts due to the Construction Manager and, based upon such review, together with its inspections of the Work, shall authorize payment by the Owner to the Construction Manager in writing.

...§ 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. Within thirty (30) calendar days following Architect’s authorization of payment, the Owner shall pay the sum so authorized to the Construction Manager. No Certificate for

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

...§ 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 or any partial or entire use or occupancy of the Project by the Owner shall constitute an acceptance of any Work not in accordance with the Contract Documents.

...

§ 7.1.4 Intentionally deleted.

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.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, values, less retainage of ten percent (10%). 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, writing, less retainage of ten percent (10%);

...

.3 Add the Construction Manager’s Fee, less retainage of percent ( zero percent (0 %). 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. Intentionally deleted.

§ 7.1.8 Except with the Owner's prior approval, payments to Subcontractors shall be subject to retention of not less than 10% (ten percent). The Owner and the 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, and retention for Subcontracts. When the Architect certifies that the Work is 50% complete, Owner, in its sole discretion, may reduce the amount of retainage withheld on an Application for Payment.

§ 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 proceed in accordance with Article 9 without seeking an initial decision pursuant to Section 15.2 of A201–2007. A request for mediation shall be made by the Construction Manager A201–2007, provided that Construction Manager shall commence to proceed within 30 days after the Construction Manager’s receipt of a copy of the Architect’s final Certificate for Payment. Failure to request mediation commence proceeding 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.

§ 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, proceeding in accordance with this Article 9 and Article 15 of A201–2007, 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)

...

Intentionally deleted.

...

Decision Maker will be a third party mutually agreed upon.

...

§ 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’ at any time by 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’ at any time by written notice to the Owner, for the reasons set forth in Section 14.1.1 of A201–2007.

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.
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, 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, 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.

... § 10.2.1 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.

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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:

...


...

The University of North Florida Design Guidelines and Standards...

...

OWNER UNIVERSITY OF NORTH FLORIDA BOARD OF TRUSTEES (Signature)

Shari Shuman, Vice President Administration and Finance

CONSTRUCTION MANAGER (Signature)
Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:29:10 on 02/15/2018 under Order No. 6879873546 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of 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, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)