

Agreement Between: **Owner and Construction Manger**
Contract Type: **Construction Manger is also the Constructor and Payment is
Cost of Work plus a fee with no Guaranteed Max Price**

Page 1 of 18
Document No. **OCM131**

Contract Agreement Date:

BETWEEN the Owner:
(Name and address)

and the Construction Manager:
(Name and address)

The Project is:
(Name, address and brief description)

The Architect is:
(Name and address)

The Contractor and the Subcontractor agree as follows.

TABLE OF CONTENTS

ARTICLE 1 GENERAL PROVISIONS

- § 1.1 Relationship of Parties
- § 1.2 General Conditions
- § 1.3 Contract Sum, Contract Time and Changes in the Work

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

- § 2.1 Preconstruction Phase
- § 2.2 Control Estimate and Contract Time
- § 2.3 Construction Phase
- § 2.4 Professional Services
- § 2.5 Hazardous Materials

ARTICLE 3 OWNER'S RESPONSIBILITIES

- § 3.1 Information and Services
- § 3.2 Owner's Designated Representative
- § 3.3 Architect
- § 3.4 Legal Requirements

ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

- § 4.1 Compensation
- § 4.2 Payments

ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

- § 5.1 Compensation
- § 5.2 Changes in the Work

ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

- § 6.1 Costs to Be Reimbursed
- § 6.2 Costs Not to Be Reimbursed
- § 6.3 Discounts, Rebates and Refunds
- § 6.4 Accounting Records

ARTICLE 7 CONSTRUCTION PHASE PAYMENTS

- § 7.1 Progress Payments
- § 7.2 Final Payment

ARTICLE 8 INSURANCE AND BONDS

- § 8.1 Insurance Required of the Construction Manager
- § 8.2 Insurance Required of the Owner
- § 8.3 Performance Bond and Payment Bond

ARTICLE 9 MISCELLANEOUS PROVISIONS

- § 9.1 Dispute Resolution
- § 9.2 Other Provisions

ARTICLE 10 TERMINATION OR SUSPENSION

- § 10.1 Termination Prior to the Owner's Approval of the Control Estimate
- § 10.2 Termination Subsequent to the Owner's Approval of the Control Estimate
- § 10.3 Notice of Termination
- § 10.4 Suspension

ARTICLE 11 OTHER CONDITIONS AND SERVICES

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 RELATIONSHIP OF PARTIES

The Construction Manager accepts the relationship of trust and confidence established with the Owner by this Agreement, and covenants with the Owner to furnish the Construction Manager's reasonable skill and judgment and to cooperate with the Architect in furthering the interests of the Owner. The Construction Manager shall furnish construction administration and management services and use the Construction Manager's best efforts to perform the Project in an expeditious and economical manner consistent with the interests of the Owner. The Owner shall endeavor to promote harmony and cooperation among the Owner, Architect, Construction Manager and other persons or entities employed by the Owner for the Project.

§ 1.2 GENERAL CONDITIONS

For the Construction Phase, the General Conditions of the Contract shall be the GCC201, General Conditions of the Contract for Construction, which is incorporated herein by reference and which shall apply except as specifically noted in this Agreement. For the Preconstruction Phase, including Preconstruction Phase activities that proceed concurrently with the Construction Phase, GCC201 shall not apply except as specifically provided in this Agreement. If anything in A201T1997 is inconsistent with or is modified by this Agreement, this Agreement shall govern. Modifications of GCC201 by this Agreement shall not apply to Subcontractors except as provided in Section 2.5 of this Agreement. The term "Contractor" as used in GCC201 shall mean the Construction Manager.

§ 1.3 CONTRACT SUM, CONTRACT TIME AND CHANGES IN THE WORK

The Contract Sum is the total Cost of the Work as described in Article 6, plus the Construction Manager's Fee as set forth in Article 5. The Contract Time is the duration from the date of commencement of the Construction Phase until the date of Substantial Completion. Changes in the Work shall be governed by Section 5.2 of this Agreement and not by Article 7 of GCC201. If, however, the Contract Time has been established in accordance with Section 2.2.4.5 of this Agreement. Adjustments to the Contract Time shall be made in accordance with Article 7 of GCC201.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager shall perform the services described in this Article. The services to be provided under Sections 2.1 and 2.2 constitute the Preconstruction Phase services. If the Owner and Construction Manager agree, after consultation with the Architect, the Construction Phase may commence before the Preconstruction Phase is completed, in which case both phases will proceed concurrently.

§ 2.1 PRECONSTRUCTION PHASE

§ 2.1.1 PRELIMINARY EVALUATION

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

§ 2.1.2 CONSULTATION

The Construction Manager with the Architect shall jointly schedule and attend regular meetings with the Owner and Architect. The Construction Manager shall consult with the Owner and Architect regarding site use and improvements and the selection of materials, building systems and equipment. The Construction Manager shall provide recommendations on construction feasibility; actions designed to minimize adverse effects of labor or material shortages; time requirements for procurement, installation and construction completion; and factors related to construction cost including estimates of alternative designs or materials, preliminary budgets and possible economics.

§ 2.1.3 PRELIMINARY PROJECT SCHEDULE

When Project requirements described in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare, and periodically update, a preliminary Project schedule for the Architect's review and the Owner's approval. The Construction Manager shall obtain the Architect's approval of the portion of the preliminary Project schedule relating to the performance of the Architect's services. The Construction Manager shall coordinate and integrate the preliminary Project schedule with the services and activities of