

**CONSTRUCTION AGREEMENT**

***(Cost Plus Fee with GMP)***

This Construction Agreement (this “Agreement”) is effective as of <<DATE>> by and between the Owner and Construction Manager for the Project.

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| The Owner is:  Vanderbilt University  Department of Facilities  110 21st Avenue South, Suite 1110  Nashville, Tennessee 37203 | The Construction Manager is:  <<CONTRACTOR LEGAL NAME>>  << STREET ADDRESS>>  <<CITY, STATE, ZIP CODE>> |
| The Owner’s Representative is:  <<REPRESENTATIVE NAME>>  110 21st Avenue South, Suite 1110  Nashville, Tennessee 37203  <<PHONE NUMBER>>  <<E-MAIL>> | The Construction Manager’s Representative is:  <<REPRESENTATIVE NAME>>  << STREET ADDRESS>>  <<CITY, STATE, ZIP CODE>>  <<PHONE NUMBER>>  <<E-MAIL>> |
| The Architect is:  <<ARCHITECT LEGAL NAME>>  c/o <<REPRESENTATIVE NAME>>  << STREET ADDRESS>>  <<CITY, STATE, ZIP CODE>>  <<PHONE NUMBER>> | The Project is:  << PROJECT NAME>>  << STREET ADDRESS>>  <<CITY, STATE>> |

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| **Guaranteed Maximum Price (GMP):** | <<GMP AMOUNT IN WORDS>> Dollars ($<<###.##>>) |
| **Construction Manager’s Fee:** | <<FEE AMOUNT IN WORDS>> Dollars ($<<###.##>>) |
| **Overhead Fee:** | <<FEE AMOUNT IN WORDS>> Dollars ($<<###.##>>) |
| **Staffing Fee:**  *(check one)* | equal to the Staffing Costs in accordance with Section 16.4 of the General Conditions, or  a stipulated sum of <<FEE AMOUNT IN WORDS>> Dollars ($<<###.##>>) |
| **General Contingency Allowance:** | <<CONTINGENCY AMOUNT IN WORDS>> Dollars ($<<###.##>>) |
| **Contract Time:**  *(check one)* | <<INSERT DATE>>, or  <<NUMBER OF DAYS>> Days |
| **Date of Commencement:**  *(check one)* | <<INSERT DATE>>, or  To be established by the Owner in a Notice to Proceed |

In consideration of the mutual covenants and promises set forth herein, Owner and Construction Manager hereby agree as follows:

1. Work. Construction Manager shall perform the Work as defined by, and in accordance with the requirements of, the Contract Documents, and shall achieve Substantial Completion of the Work before expiration of the Contract Time.
2. Contract Time. The Contract Time commences on the Date of Commencement, as defined above, and expires on the date or after the days stated above for Contract Time. Final completion of the Work must be achieved no later than Thirty (30) days following the date of Substantial Completion in accordance with Section 9.10.8 of the General Conditions. If the Project is to be substantially completed and delivered in phases, the Contract Time stated above applies to substantial completion of the final phase. Other specific time limits, deadlines and milestone dates applicable to the performance of the Work shall be described in Paragraph 12 or in a schedule attached hereto as an exhibit enumerated in Paragraph 10.
3. Contract Sum. For Construction Manager’s complete performance of the Work, Owner shall pay Construction Manager the Contract Sum, which is an amount equal to the Cost of the Work, as defined in Article 16 of the General Conditions, plus the Construction Manager’s Fee. The Construction Manager’s Fee and the Overhead Fee are the amounts stated above. The Overhead Fee is a component of the Cost of the Work as set forth in Section 16.5 of the General Conditions. The Contract Sum, which is the total amount due from Owner to Construction Manager for the Work, will be paid in monthly progress payments in accordance with Article 9 of the General Conditions.
4. Guaranteed Maximum Price. Regardless of the amount of the Cost of the Work, the Contract Sum is guaranteed by the Construction Manager not to exceed the Guaranteed Maximum Price (the “GMP”) stated above, subject only to adjustment by Change Orders issued in accordance with Article 7 of the General Conditions. If the Drawings and Specifications are expected to require further development, Construction Manager has provided in the Guaranteed Maximum Price for such development consistent with the Contract Documents and reasonably inferable therefrom.
5. Allowances. All of the allowances required by the Contract Documents and those otherwise approved by the Owner, including the amount stated above as the General Contingency Allowance, are included in the Guaranteed Maximum Price. Allowances that are not otherwise described and specified in the Contract Documents shall be listed, described and specified in Paragraph 12 or a schedule attached hereto as an exhibit enumerated in Paragraph 10.
6. Unit pricing. Unit pricing attached hereto as an exhibit or otherwise specified in the Contract Documents is included only for the purpose of pricing changes in the Work and those portions of the Work covered by an allowance unless otherwise specifically provided in the Contract.
7. Change Orders. Change Order adjustments to the Guaranteed Maximum Price will be determined in accordance with Section 7.3 of the General Conditions. Change Order adjustments of the Construction Manager’s Fee and Overhead Fee shall be based on the same ratios to the estimated Cost of the Work as the original fee amounts stated above. Change Order adjustments to the Staffing Fee shall be based be on the net change in Staffing Costs due to the change in the Work.
8. Insurance. Prior to commencement of the Work, Construction Manager shall submit certificates of insurance to the Owner’s Representative verifying all insurance coverages and compliance with the requirements of Article 11 of the General Conditions. The costs of all such insurance are Overhead Costs in accordance with Sections 16.5.1 and 16.5.2 of the General Conditions. All alternative coverages and variations from requirements of Article 11 of the General Conditions must be specifically approved herein or by Modification.
9. Authority. The Owner’s Representative does not have the authority to approve or sign a Change Order or other Modification or a Certificate of Substantial Completion. Only the Chancellor and those to whom the Chancellor has delegated such authority in accordance with the Owner’s internal policies, which include Eric C. Kopstain and Michael G. Perez, have the authority to a sign a Change Order or other Modification or a Certificate of Substantial Completion on behalf of the Owner.
10. Contract Documents. In addition to this Agreement and Modifications issued in accordance with the General Conditions after the signing of this Agreement, the Contract Documents consist of:
    1. General Conditions, which is a modified AIA Document A201™–2007, General Conditions of the Contract for Construction, with user note “VU Standard General Conditions (01/26/23)”;
    2. Specifications, which are included in the project manual prepared by the Architect titled <<TITLE OF MANUAL>> and dated <<DATE OF MANUAL >>;
    3. Drawings, which are the drawings compiled by the Architect into a set or sets titled <<TITLE(S) AND DATE(S) OF SET(S) OF DRAWINGS>> consisting of the drawings listed in the Index of Drawings attached hereto as Exhibit A;
    4. Addenda, which are the addenda to the Drawings and Specifications issued prior to signature of this Agreement, if any, consisting of: <<NUMBER, DATE AND PAGE LENGTH OF EACH ADDENDUM>>; and
    5. Exhibits, which include: *(Attach hereto and insert the titles and dates of all documents intended to be part of the Contract. Generally, proposal letters and other similar documents drafted by the Construction Manager should not be Contract Documents.)*
       1. Exhibit A: Index of Drawings dated <<DATE>>;
       2. Exhibit B: Schedule of Valuesdated <<DATE>>;
       3. Exhibit C: Construction Schedule dated <<DATE>>;
       4. Exhibit D: Hourly Labor Bill Rates for <<YEAR>> dated <<DATE>>;
       5. Exhibit E: Schedule of Equipment dated <<DATE>>;
       6. Exhibit F: <<TITLE OF DOCUMENT (*e.g., schedule of alternates, allowances, unit pricing, staffing, etc.*)>> dated <<DATE>>;
       7. Etc.

The Contract Documents include only the documents specifically enumerated in this paragraph. The term “Contractor” in the General Conditions means “Construction Manager.”

1. Alternates. If Owner has the option of accepting certain alternates after the signing of this Agreement, a schedule of such alternates shall be attached hereto as an exhibit enumerated in paragraph 10.The Guaranteed Maximum Price is based on the Work including the alternates that have been accepted by the Owner to date, if any, which include: <<INSERT NUMBER AND DESCRIPTION OF EACH ALTERNATE INCLUDED IN THE GMP>>.
2. Clarifications. The only assumptions, exclusions or qualifications to the Contract Documents, if any, relied upon by the Construction Manager in its determination of the Guaranteed Maximum Price are as follows: *(List and describe in detail any and all variations from or clarifications to the Work as described and illustrated by the Contract Documents, including all approvals with respect to self-performance, etc.)*
3. <<DESCRIPTION OF ASSUMPTION, EXCLUSION OR QUALIFICATION>>
4. <<DESCRIPTION OF ASSUMPTION, EXCLUSION OR QUALIFICATION>>
5. <<DESCRIPTION OF ASSUMPTION, EXCLUSION OR QUALIFICATION>>
6. <<DESCRIPTION OF ASSUMPTION, EXCLUSION OR QUALIFICATION>>
7. <<DESCRIPTION OF ASSUMPTION, EXCLUSION OR QUALIFICATION>>

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

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| OWNER  Vanderbilt University  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  By:  Title: Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | CONSTRUCTION MANAGER  <<CONTRACTOR LEGAL NAME>>  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  By: <<NAME OF SIGNEE>>  Title: <<POSITION OF SIGNEE>>  Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |