

**CONSTRUCTION AGREEMENT**

***(Stipulated Sum)***

This Construction Agreement (this “Agreement”) is effective as of <<DATE>> by and between the Owner and Contractor 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 Contractor 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 Contractor’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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| **Contract Sum:** | <<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 Contractor hereby agree as follows:

1. Work. Contractor 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 11 or in a schedule attached hereto as an exhibit enumerated in Paragraph 9.
3. Contract Sum. For Contractor’s complete performance of the Work, and subject only to adjustment by Change Orders issued in accordance with Article 7 of the General Conditions, Owner shall pay Contractor the Contract Sum, which is the stipulated sum stated above. The Contract Sum is the total amount due from Owner to Contractor for the Work, including those portions of the Work reasonably inferable from the Drawings and Specifications, or other scope of work document attached hereto as an exhibit, and those portions of the Work, if any, arising out of further development of Drawings and Specifications to the extent such development is anticipated at the time of the signing of this Agreement. The Contract Sum will be paid in monthly progress payments in accordance with Article 9 of the General Conditions.
4. Allowances. The Contract Sum includes all allowances. Allowances that are not otherwise described and specified in the Contract Documents shall be listed, described and specified in Paragraph 11 or a schedule attached hereto as an exhibit enumerated in Paragraph 9.
5. 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.
6. Change Orders. Change Order adjustments to the Contract Sum will be determined in accordance with Section 7.3 of the General Conditions.
7. Insurance. Prior to commencement of the Work, Contractor 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. All alternative coverages and variations from requirements of Article 11 of the General Conditions must be specifically approved herein or by Modification.
8. 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 the Vice Chancellor for Administration and the Associate Vice Chancellor for facilities, have the authority to a sign a Change Order or other Modification or a Certificate of Substantial Completion on behalf of the Owner.
9. 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 (03/04/25)”;
   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 Contractor 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: <<TITLE OF DOCUMENT (*e.g., schedule of alternates, allowances, unit pricing, staffing, etc.*)>> dated <<DATE>>;
      5. Exhibit E: <<TITLE OF DOCUMENT (*e.g., schedule of alternates, allowances, unit pricing, staffing, etc.*)>> dated <<DATE>>;
      6. Etc.

The Contract Documents include only the documents specifically enumerated in this paragraph.

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 9.The Contract Sum 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 CONTRACT SUM>>.
2. Clarifications. The only assumptions, exclusions or qualifications to the Contract Documents, if any, relied upon by the Contractor in its determination of the scope of the Work 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.)*
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:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | CONTRACTOR  <<CONTRACTOR LEGAL NAME>>  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  By: <<NAME OF SIGNEE>>  Title: <<POSITION OF SIGNEE>>  Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |