



## **SCANNER NOTE:**

**This file was received with pages that may have the following conditions: Areas that appear to have information cut off, extremely light text or handwriting, broken text, thin onion skins, torn, lines, skewed, or dark bands of ink.**

**ORDINANCE 00--55 AC CMS**

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER  
TO ENTER INTO A CONTRACT WITH G&T ASSOCIATES, INC., OF CLEVELAND, OHIO  
FOR CONSTRUCTION MANAGEMENT SERVICES DURING CONSTRUCTION OF THE  
OBERLIN MUNICIPAL COURT EXPANSION PROJECT AND DECLARING AN  
EMERGENCY**

**BE IT ORDAINED** by the Council of the City of Oberlin, County of Lorain, State of Ohio,  
five-sevenths (5/7ths) of all members elected thereto concurring:

**SECTION 1.** That the City Manager is hereby authorized and directed to enter into  
a contract with G&T Associates Inc., Cleveland, Ohio in an amount not to exceed  
\$110,000.00 for construction management services during the construction of the Oberlin  
Municipal Court Expansion project.

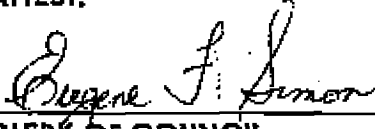
**SECTION 2.** It is hereby found and determined that all formal actions of this Council  
concerning or related to the adoption of this ordinance were adopted in an open meeting  
of this Council and that all deliberations of this Council and of any of its committees that  
resulted in such formal action, were in meetings open to the public in compliance with all  
legal requirements, including Section 121.22 of the Ohio Revised Code.

**SECTION 3.** This ordinance is hereby declared to be an emergency measure  
necessary for the immediate preservation of the public peace, safety, and welfare of the  
citizens of Oberlin, Ohio, to wit:

"to obtain necessary construction management service and to  
provide for the usual daily operation of a municipal department",  
and shall take effect immediately upon passage.

**PASSED:**      1st Reading -      May 15, 2000  
                 2nd Reading -      June 5, 2000 (E)  
                 3rd Reading -

**ATTEST:**

  
\_\_\_\_\_  
**CLERK OF COUNCIL**

  
\_\_\_\_\_  
**CHAIR OF COUNCIL**

**POSTED: 6/6/2000**

**EFFECTIVE DATE: 6/6/2000**

# **interoffice**

## **MEMORANDUM**

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**To:** Mike Sigg  
**From:** Keith Johnson  
**Subject:** Oberlin Municipal Court Expansion Project  
**Date:** September 6, 2000

The attached is the proposed contract agreement for Professional Construction Manager Services between the City of Oberlin and G&T Associates, Inc.

It is the writer's understanding that the agreement has been authorized by City Council. A copy of the authorizing ordinance should be attached to the agreement before it is executed by the parties thereto.

The current status of the proposed agreement is based on review of draft versions. It is believed that the initial draft version was originated by Mr. Sigg. The writer continued the draft version review process to result in the version attached hereto.

Please review and comment as desired.

The agreement should be executed soon as the project construction is about to begin. Further, G&T have been serving the city in connection with the project since the firm was selected.

Their work has been predicated on the agreement being in the process of negotiating and that the agreement would be retroactively dated to the date of their commencement of services.

It is further suggested that G&T be given another review before any signatures to the agreement occur.

**CONTRACT AGREEMENT**

**For Professional Construction Manager Services**

**Between**

**City of Oberlin, Ohio**

**And**

**G&T ASSOCIATES, INC.**

**For**

**PROFESSIONAL CONSTRUCTION MANAGER**

**Of The**

**OBERLIN MUNICIPAL COURT EXPANSION**

# **PART 1**

## **Professional Construction Manager's Agreement**

### **1 ARTICLE 1 - RECITALS**

- 1.1 Whereas the City of Oberlin, hereinafter referred to as the "OWNER" by its City Manager, Mr. Robert DiSpirito, intends to construct Renovations and Additions to its Municipal Court and City Hall Building, hereinafter referred to as the "Project", and;
- 1.2 Whereas the OWNER has engaged Myers Associates Architects as the Design Professional for the Project by separate agreement, and
- 1.3 Whereas the OWNER desires to engage a Professional Construction Manager for the Project, and;
- 1.4 Whereas the OWNER is engaging G & T Associates, Inc, hereinafter referred to as the Professional Construction Manager, to perform certain Professional Construction Manager services for the Project, and;
- 1.5 Whereas, the Owner and Professional Construction Manager each acknowledges that it will act in good faith in carrying out its duties and obligations, and;
- 1.6 Whereas, the Owner's engagement of the Professional Construction Manager is based upon the Professional Construction Manager's representations to the Owner that it
  - 1.6.1 is a professional engineering organization experienced in the type of services the Owner is engaging the Professional Construction Manager to perform;
  - 1.6.2 is authorized and licensed to do business in the State of which the Project is located;
  - 1.6.3 is qualified, willing and able to perform Professional Construction Manager services for the Project; and
  - 1.6.4 has the expertise and ability to provide Professional Construction Manager services which will meet the Owner's objectives and requirements, and which comply with the requirements of all governmental, public and quasi-public authorities and agencies having jurisdiction over the Project, and;
- 1.7 Whereas, the Owner and the Professional Construction Manager each acknowledges that it has reviewed and familiarized itself with this Contract for Professional Construction Manager Services, including the documents hereinafter enumerated in ARTICLE 1, and agrees to be bound by the terms and conditions contained herein.
- 1.8 NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

### **2 ARTICLE 2**

#### **2.1 THE CONTRACT DOCUMENTS**

- 2.1.1 The "Contract For Professional Construction Manager Services" between the parties is comprised of the following documents:
  - 2.1.1.1 This "Part 1 – Professional Construction Manager's Agreement", including the foregoing recitals 1.1 through 1.8, and all of its attached documents and appendices;
  - 2.1.1.2 "Part 2 – Professional Construction Manager's Required Services" and all of its attached documents and appendices, which is incorporated herein by reference;

# PART 1

## Professional Construction Manager's Agreement

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- 2.1.1.3 "Part 3 - General Terms and Conditions of Professional Construction Manager Services Contracts" and all of its attached documents and appendices, which is incorporated herein by reference;

### 3 ARTICLE 3

#### 3.1 NOTICES

- 3.1.1 Unless otherwise provided, all notices and notifications shall be in writing and considered duly given if sent by U.S. Mail, postage prepaid, or by telex, facsimile, or telecopy to the addresses set forth above. Such notice(s) shall be deemed given as of the second business day following the date of posting by U.S. Mail or the next business day following the date of sending in the case of a telex, facsimile or telecopy.

### 4 ARTICLE 4

#### 4.1 COMPENSATION of Professional Construction Manager

- 4.1.1 The Owner shall compensate the Professional Construction Manager on the basis of the time expended to perform required Professional Construction Manager services rendered in accord with the agreement:
- 4.1.1.1 The Owner shall pay the Professional Construction Manager for the time expended on an hourly-rate basis, at the rates set forth in the Professional Construction Manager Payment Schedule, attached as Appendix A. In the aggregate the Professional Construction Manager Contract Price (Base Fee) shall not exceed One Hundred and Two Thousand Dollars (\$102,000) based on a projected construction schedule of 270 calendar days.
- 4.1.2 The Owner shall compensate the Professional Construction Manager for Extra Services:
- 4.1.2.1 If rendered on an hourly-rate basis, at the hourly rates set forth in the Professional Construction Manager's Payment Schedule, attached as Appendix A, and/or
- 4.1.2.2 If rendered on a lump sum basis, in the amount mutually agreed to in writing by the Owner and the Professional Construction Manager prior to the performance of such services.
- 4.1.3 The Owner shall compensate the Professional Construction Manager for customary, necessary and reasonable out-of-pocket expenses pursuant to Paragraph 8.1.2 of Part 3, however, the parties agree that such amount shall not exceed Eight Thousand Dollars (\$8,000.00).

### 5 ARTICLE 5

#### 5.1 DESIGN TO NOT EXCEED

- 5.1.1 This Article Not Used.

### 6 ARTICLE 6

#### 6.1 SPECIFIC INSURANCE REQUIREMENTS

- 6.1.1 The Professional Construction Manager shall purchase and maintain, at its expense, from a company or companies licensed or authorized to do business in the state in which the Project is located, insurance policies containing the following types of coverage and minimum limits of liability protecting from claims which may arise out of, or result from performance or non-performance of services under this Contract For Professional Construction Manager Services by the Professional Construction Manager or by anyone directly or indirectly employed by it, or by anyone for whose acts it may be liable:
- 6.1.1.1 Worker's Compensation, Disability Benefit, or similar employee benefit act coverage, and employer's liability

coverage, as required by the state in which the Project is located.

- 6.1.1.1.1 Commercial General Liability which (i) includes premises/operations, product/completed operations, contractual liability, independent Contractors, broad-form property damage, underground, explosion and collapse hazard, and personal / advertising injury, and (ii) names the Owner and the Owner's Related Parties as additional insured, with per-occurrence limits of not less than One Million Dollars (\$1,000,000.00).
- 6.1.1.1.2 Commercial Comprehensive Automobile Liability which includes contractual liability coverage and coverage for all owned, hired and non owned vehicles with limits of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage, or Three Million Dollars (\$3,000,000.00) combined single limit.
- 6.1.1.1.3 Professional Construction Manager Liability coverage, including contractual liability, with limits of not less than Two Hundred and Fifty Thousand Dollars (\$250,000.00).
- 6.1.1.1.4 Other Insurance.
- 6.1.1.1.4.1 None

## 7 ARTICLE 7

### 7.1 PERSONNEL AND CONSULTANT CHARTS

- 7.1.1 The Professional Construction Manager shall prepare and attach as Appendix B to this Agreement the Professional Construction Manager's Personnel Chart which lists by name, job category and responsibility the Professional Construction Manager's primary employees who will work on the Project. The Professional Construction Manager shall promptly inform the Owner in writing of any proposed replacements, the reasons therefore, and the name(s) and qualification(s) of proposed replacement(s). The Owner shall have the right to reject any proposed replacement.
- 7.1.2 The Professional Construction Manager shall prepare and attach as Appendix C to this Agreement the Professional Construction Manager's Chart of Consultants that lists by name and general duties each consultant retained by the Professional Construction Manager who will provide services with respect to the Project and the names of key team members in each Consultant's firm who will be performing services on behalf of the Consultant.
  - 7.1.2.1 The Professional Construction Manager shall not enter into any agreement with any consultant to which the Owner raises a timely objection; and,
  - 7.1.2.2 The Professional Construction Manager shall promptly inform the Owner in writing of any proposed replacements, the reasons therefore, and the name(s) and qualification(s) of proposed replacement(s). The Owner shall have the right to reject any proposed replacement.
- 7.1.3 The Owner shall provide and attach as Appendix D to this Agreement the Owner's Consultants and Contractors Chart which lists by name and general duties each consultant retained by the Owner who will provide services with respect to the Project. The Owner reserves the right to engage any other consultants which it may deem necessary or desirable.



8 Article 8 - Execution of Agreement:

8.1 IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three (3) copies, each of which shall be deemed an original on the date first written above.

City of Oberlin  
(Owner)

G&T Associates, Inc.  
(Professional Construction Manager)

By: [Signature]

By: [Signature]

Its: CITY MANAGER

Its: PRESIDENT

Date: 9/15/00

Date: 9/18/00

Attest [Signature]

Attest [Signature]

9 Article 9 - CITY SOLICITOR'S approval as to form:

On this 15<sup>TH</sup> day of SEPTEMBER, 2000,

I, ERIC R. SEVERS, CITY SOLICITOR, CITY OF OBERLIN, OHIO, do hereby approve the foregoing agreement with G & T Associates.

[Signature]  
Eric Severs, City Solicitor  
City of Oberlin, Ohio

10 Article 10 - Certificate of Auditor:

I, Charlotte I. Champe, do hereby certify that a copy of the foregoing agreement has been received by me from the City Manager, and that I hereby certify that the amount of \$110,000.00 Dollars required to meet the payment of this contract has been lawfully appropriated or authorized or directed for such purpose of complying with the terms and conditions of the foregoing agreement and are available or are in the process of collection to the credit of the General Fund, and the Court Improvement Account, and the same is free from any previous encumbrances.

WITNESS MY HAND, this 15<sup>TH</sup> day of September, 2000 at Oberlin, Ohio,

[Signature]  
Charlotte Champe, Interim City Auditor  
City of Oberlin, Ohio

## **Appendix A**

### **Professional Construction Manager's Payment Schedule**

For compensation for services rendered on an hourly-rate basis shall be:

Project Manager	\$65.00 per hour
Quality Control Manager	\$60.00 per hour
Resident Construction Manager	\$60.00 per hour
Resident Engineer	\$60.00 per hour
Construction Inspector	\$45.00 per hour

## **Appendix B**

### **Professional Construction Manager's Personnel Chart**

Kiran Patel, P.E., P.S. Project Manager

Chandu Patel, P.E., Quality Control Manager

Gene Hopkins, Resident Construction Manager

Anil Patel, P.E., Resident Engineer

Assigned as required, Construction Inspector

## **Appendix C**

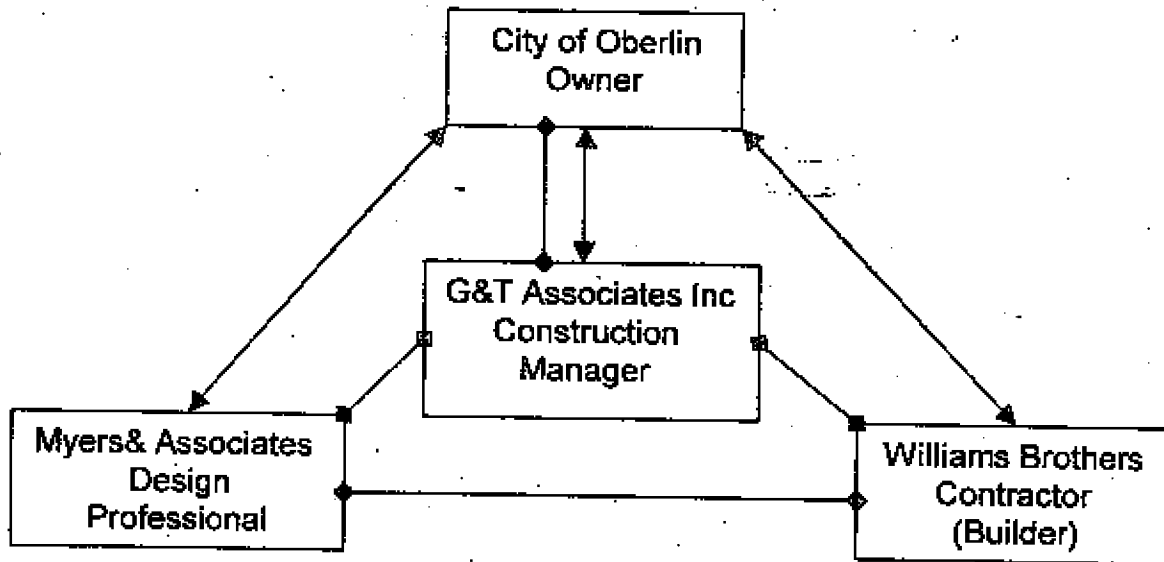
### **Professional Construction Manager's Consultants Chart**

None

## Appendix D

### Owner's Consultants Chart

#### Project Organization Chart



Denotes Lines of Agreements/Contracts



Denotes Lines of Communication

## PART 2

### PROFESSIONAL CONSTRUCTION MANAGER'S REQUIRED SERVICES

#### 1 ARTICLE 1

##### 1.1 GENERAL PROJECT SERVICES

- 1.1.1 **Essential Services:** The Professional Construction Manager agrees to provide all necessary services as may be required to accomplish the Professional Construction Manager's scope of services.

#### 2 ARTICLE 2

##### 2.1 CONSTRUCTION MANAGEMENT SERVICES

- 2.1.1 **Administration:** The Professional Construction Manager shall

- 2.1.1.1 be the Owner's representative during performance of the Construction Work;

- 2.1.1.2 consult with and advise the Owner on all design and technical matters; (iii) be the Owner's representative in dealing with the Contractor on all such matters; and

- 2.1.1.3 oversee the Contract Construction for compliance with its Construction Documents.

- 2.1.1.4 The Owner's instructions to the Contractor will be issued through the Professional Construction Manager.

- 2.1.2 **Interpretations and Clarifications:** The Professional Construction Manager shall provide administration of the Contract for Construction and shall, promptly and so as to cause no unnecessary delay, render written or graphic interpretations and decisions necessary for the proper execution of the Work. The Professional Construction Manager's interpretations and decisions relating to the artistic effect shall be final if not inconsistent with the Contract for Construction.

- 2.1.3 **Submittals and Shop Drawings:** The Professional Construction Manager shall not be responsible for review of submittals and shop drawings for compliance with design intent. The Professional Construction Manager shall immediately return to sender for transmittal by sender to the Design Professional all submittals and shop drawings that he may receive prior to review by the Design Professional prior to their use in the construction. The Professional Construction Manager shall be responsible for overseeing implementation of the direction rendered concerning construction by reviewed submittals and shop drawings as received from the Design Professional. The Professional Construction Manager shall receive and convey product data and samples concerning material, color or other selections specified to made by Owner during construction to the Owner for such selections. The Design professional shall then notify the Contractor and Design Professional of the selections.

- 2.1.3.1 The Design Professional has the task of reviewing submittals for conformity with the Project Design concept, the Construction Documents for Construction and the Owner's budgeted Total Project Construction Cost.

- 2.1.4 **Equals:** The Professional Construction Manager shall not be responsible for review of equal equipment and/or materials. Review of equipment and/or materials for "equal" status shall treated as submittals and shop drawings for the purpose of this agreement.

- 2.1.5 **Testing:** The Professional Construction Manager shall promptly, and in accordance with all Project schedule requirements, require submission of, review and evaluate the test results of all inspections, tests and written reports required by the Contract for Construction and by any governmental entity having jurisdiction over the Project. The Professional Construction Manager shall take appropriate action on test results, including acceptance, rejection, requiring additional testing or corrective work, or such other action the Professional Construction Manager deems appropriate. The Professional Construction Manager shall promptly reject Work that does not conform to or

comply with testing requirements.

2.1.5.1 The Design Professional shall be copied of all such test results and shall be consulted when design review is determined to be appropriate in response to test results.

2.1.6 **Special Testing:** The Professional Construction Manager shall promptly require inspection or testing of any Work, in addition to that required by the Contract for Construction or by governmental entities having jurisdiction over the Project, when such additional inspections and testing is deemed necessary or advisable. Such special testing shall occur whether or not such Work is fabricated, installed or completed. The Professional Construction Manager shall take appropriate action on all such special testing and inspection reports, including acceptance, rejection, requiring additional testing or corrective work, or other such action the Professional Construction Manager deems appropriate. The Professional Construction Manager shall promptly reject Work tested and found to not conform to and comply with specifications.

2.1.7 **Interpretation of Construction Documents:** The Professional Construction Manager shall act as initial interpreter of the requirements of the Contract for Construction and as the Owner's advisor on claims.

2.1.7.1 The Professional Construction Manager shall consult the Design Professional for clarifications of intent of the construction contract documents.

2.1.8 **Construction Inspections and Rejection of Work:**

2.1.8.1 The Professional Construction Manager shall be on the Project site with sufficient frequency to familiarize itself with the progress and quality of the Work and to inspect the Work to determine compliance of the Work with

2.1.8.1.1 the Contract for Construction, including approved shop drawings and other submittals,

2.1.8.1.2 the Project Construction Schedule, and

2.1.8.1.3 applicable laws, statutes, building codes, rules or regulations of all governmental, public and quasi-public authorities and agencies having jurisdiction over the Project.

2.1.8.2 Each on-site construction inspection shall be conducted by an experienced, qualified representative of the Professional Construction Manager who is knowledgeable about the Project and competent in each discipline which has trade activities in progress at the time of inspection. Not less than bi-monthly, the Professional Construction Manager shall submit a written report to the Owner summarizing the Project status.

2.1.8.2.1 The Professional Construction Manager shall request on-site participation by the Design Professional(s) respectively responsible for design of project construction requiring on-site inspection in connection with conditions, changes or other factors that can be expected to affect intended performance of the design.

2.1.8.3 The Professional Construction Manager shall exercise care and diligence in discovering and reporting to the Owner in writing the results of its on-site project activities, including defects and deficiencies found in the Work, and shall recommend to the Owner appropriate courses of action, if any.

2.1.8.3.1 The Professional Construction Manager shall request participation by the Design Professional(s) respectively responsible for design of project construction requiring resolution of defects and deficiencies found in the work that can be expected to affect intended performance of the design.

2.1.8.4 The Professional Construction Manager shall promptly disapprove or reject Work which does not comply with (i) the Contract for Construction including approved shop drawings and submittals, and (ii) applicable laws, statutes, building codes, rules or regulations of all governmental, public and quasi-public authorities and agencies having jurisdiction over the Project. The Professional Construction Manager shall immediately notify the Owner and the Contractor in writing when it has disapproved or rejected any Work.

2.2 **Minor Changes, Change Order Requests and Change Orders**

- 2.2.1 The Professional Construction Manager, without the Owner's approval, may authorize or direct minor changes in the Work which are consistent with the intent of the Construction Documents and which do not involve a change in the cost or time for construction. Any such minor changes shall be implemented by written field order. Except as provided in this subparagraph, the Professional Construction Manager shall not have the authority to direct or authorize changes in the Work without the Owner's prior written approval.
- 2.2.2 The Professional Construction Manager shall promptly consult with and advise the Owner concerning, and shall administer and manage, all change order requests and change orders.
  - 2.2.2.1 The Professional Construction Manager shall promptly notify the Design Professional to prepare required drawings, specifications and other supporting data as necessary in connection with minor changes, change order requests and change orders.
  - 2.2.2.2 The Professional Construction Manager shall promptly notify the Contractor to prepare and submit change order requests to the Design Professional. The Design Professional will then review the change order for purpose of recommending the Owner's approval and acceptance. The Design Professional will submit the change order to the Professional Construction Manager. The Professional Construction Manager shall review the change order for completeness and to verify its scope prior to submitting the change order to the Owner for approval and acceptance by the Owner.
  - 2.2.2.3 The Professional Construction Manager shall promptly administer and manage all minor changes, change orders requests, and change orders on behalf of the Owner.
  - 2.2.2.4 In the event a change order request is approved by the Owner in the absence of an agreement with the Contractor as to cost, time or both, the Professional Construction Manager shall
    - 2.2.2.4.1 receive and maintain all documentation pertaining thereto required of the Contractor,
    - 2.2.2.4.2 examine such documentation on the Owner's behalf,
    - 2.2.2.4.3 take other such action as may be reasonably necessary or as the Owner may request; and
    - 2.2.2.4.4 make a written recommendation to the Owner concerning any appropriate adjustment in the construction cost or time and issue a change order for approval by the Owner.
- 2.3 Application For Payment From Contractor(s)
  - 2.3.1 The Professional Construction Manager shall review applications for payments, including such accompanying data, information and schedules as the Professional Construction Manager requires, to determine the amounts due to any Contractor and shall recommend payment by the Owner to the Contractor(s) in writing.
  - 2.3.2 Such authorization shall constitute the Professional Construction Manager's certification to the Owner, based upon the Professional Construction Manager's inspections and other services required by this contract, that
    - 2.3.2.1 the Work described in the Contractor's invoice has progressed to the level indicated and has been performed in accordance with the Contract for Construction,
    - 2.3.2.2 all necessary and appropriate lien waivers have been submitted, and
    - 2.3.2.3 the amount requested is currently due and owing to the Contractor. In the case of unit price work, the Professional Construction Manager's recommendations for payment will constitute a final determination of quantities and classifications of such work.
  - 2.3.3 The Design Professional shall submit all pay requests to the City Manager for authorization for payment.

## 2.4 Liens

- 2.4.1 The Professional Construction Manager shall promptly notify the Owner in writing of any information it obtains pertaining to mechanics liens, Contractors trust fund claims, or similar claims involving any Contractor, whether or not such claims arise from the Work.

## 2.5 Substantial Completion:

- 2.5.1 When the Contractor believes that the Work is substantially complete, it will notify the Owner and the Professional Construction Manager that the Work is ready for the substantial completion inspection. Upon receipt of such notification, the Professional Construction Manager shall coordinate with the Owner and the Contractor a date for the inspection.
- 2.5.2 At or prior to the substantial completion inspection, the Contractor will prepare and furnish to the Professional Construction Manager a declaration of Substantial Completion that the Professional Construction Manager shall review. At a minimum the declaration of Substantial Completion must contain a blank for entry of the date of Substantial Completion, that date will fix the commencement date of warranties and guarantees and allocate between the Owner and the Contractor responsibility for security, utilities, damage to the Work and insurance. In addition the Substantial Completion Certificate shall contain signature lines for the Owner, the Contractor and the Professional Construction Manager. The Substantial Completion Certificate shall be accompanied by a list of incomplete and/or defective work remaining as required by the construction contract respective to each contractor.
- 2.5.2.1.1 At the substantial completion inspection, the Professional Construction Manager shall:
- 2.5.2.1.1.1 inspect the Work;
- 2.5.2.1.1.2 inspect Work corrected; and,
- 2.5.2.1.1.3 consult with the Design Professional and the Owner, to determine whether the Work is Substantially Complete.
- 2.5.2.1.1.4 if the Work is not substantially complete, the process shall be repeated until the Work is substantially complete. When the Owner, the Contractor and the Professional Construction Manager agree that the work is substantially complete, they shall each sign the declaration of Substantial Completion.
- 2.5.2.1.1.5 Within the time stated for completion or correction of the list of items included with the declaration of Substantial Completion, the Contractor will be required to:
- 2.5.2.1.1.5.1 deliver to the Professional Construction Manager all keys, manuals, required maintenance stocks, guaranties, warranties, affidavits, releases, bonds, waivers, permits, as-built and record drawings and mark-ups, and other documents necessary for close-out of the Work, including the Certificate of Occupancy. The Professional Construction Manager shall obtain, review and determine the propriety of all close-out documents, and shall immediately inform the Contractor about any deficiencies.
- 2.5.2.1.1.5.2 meet with the Owner's representative(s) to familiarize and train them with respect to maintenance and use of the Project. The Professional Construction Manager shall attend and assist with such familiarization and training.

## 2.6 Final Completion:

- 2.6.1 When the Contractor believes that the Work is finally complete, the Contractor will notify the Owner and the Professional Construction Manager that the Work is ready for final inspection. Upon receipt of such notification, the Professional Construction Manager shall coordinate with the Owner and the Contractor a date for the inspection.
- 2.6.2 At or prior to the final inspection, the Contractor will prepare and furnish to the Professional Construction Manager:
- 2.6.2.1 certification that all obligations for payment for labor, materials or equipment related to the Work have been paid or

otherwise satisfied;

- 2.6.2.2 certification that all insurance required of the Contractor beyond final payment, if any, is in effect and will not be canceled or allowed to expire without notice to the Owner;
- 2.6.2.3 the written consent of the surety(ies), if any, to final payment; and,
- 2.6.2.4 full waivers of mechanics or construction liens, releases of Contractor's trust fund or similar claims, and release of security interests or encumbrances on the Project property.
- 2.6.2.5 The Professional Construction Manager shall review and determine the propriety of all final completion documents, and shall immediately inform the Contractor about any deficiencies.
- 2.6.3 At the final completion inspection, the Professional Construction Manager shall:
  - 2.6.3.1 inspect the Work;
  - 2.6.3.2 determine whether the Contractor has satisfactorily completed or corrected all items on the list included with the declaration of Substantial Completion;
  - 2.6.3.3 determine whether the Work complies with (i) the Contract For Construction, (ii) applicable laws, statutes, building codes, rules or regulations of all governmental, public, quasi-public authorities and agencies having jurisdiction over the Project, and (iii) applicable installation and workmanship standards;
  - 2.6.3.4 determine whether required inspections and approvals by the official(s) having jurisdiction over the Project have been satisfactorily completed; and
  - 2.6.3.5 in consultation with the Design Professional and the Owner, determine whether the Work is finally complete.
- 2.6.4 If the Work is not finally complete, the process shall be repeated until the Work is finally complete.
- 2.7 Certification of Final Payment To Contractor:
  - 2.7.1 Promptly after the Work is determined to be finally complete and the Professional Construction Manager determines that the Contractor has properly submitted the items referenced in Paragraph 2.6.2 of Part 2, the Professional Construction Manager shall determine whether the Contractor is entitled to final payment and, if so, shall so certify to the Owner in writing.
  - 2.7.2 The Professional Construction Manager's certification that the Contractor is entitled to final payment constitutes the Professional Construction Manager's representation to the Owner that:
    - 2.7.2.1 the Work complies with
      - 2.7.2.1.1 the Contract for Construction,
      - 2.7.2.1.2 applicable laws, statutes, building codes, rules or regulations of all governmental, public and quasi-public authorities and agencies having jurisdiction over the Project, and
      - 2.7.2.1.3 applicable installation and workmanship standards;
    - 2.7.2.2 The Contractor has submitted proper close-out documents and final completion documents;
    - 2.7.2.3 all mechanics liens, construction liens, Contractor's trust fund claims, and similar claims have been resolved; and,



otherwise satisfied;

- 2.6.2.2 certification that all insurance required of the Contractor beyond final payment, if any, is in effect and will not be canceled or allowed to expire without notice to the Owner;
- 2.6.2.3 the written consent of the surety(ies), if any, to final payment; and,
- 2.6.2.4 full waivers of mechanics or construction liens, releases of Contractor's trust fund or similar claims, and release of security interests or encumbrances on the Project property.
- 2.6.2.5 The Professional Construction Manager shall review and determine the propriety of all final completion documents, and shall immediately inform the Contractor about any deficiencies.
- 2.6.3 At the final completion inspection, the Professional Construction Manager shall:
  - 2.6.3.1 inspect the Work;
  - 2.6.3.2 determine whether the Contractor has satisfactorily completed or corrected all items on the list included with the declaration of Substantial Completion;
  - 2.6.3.3 determine whether the Work complies with (i) the Contract For Construction, (ii) applicable laws, statutes, building codes, rules or regulations of all governmental, public, quasi-public authorities and agencies having jurisdiction over the Project, and (iii) applicable installation and workmanship standards;
  - 2.6.3.4 determine whether required inspections and approvals by the official(s) having jurisdiction over the Project have been satisfactorily completed; and
  - 2.6.3.5 in consultation with the Design Professional and the Owner, determine whether the Work is finally complete.
- 2.6.4 If the Work is not finally complete, the process shall be repeated until the Work is finally complete.
- 2.7 Certification of Final Payment To Contractor:
  - 2.7.1 Promptly after the Work is determined to be finally complete and the Professional Construction Manager determines that the Contractor has properly submitted the items referenced in Paragraph 2.6.2 of Part 2, the Professional Construction Manager shall determine whether the Contractor is entitled to final payment and, if so, shall so certify to the Owner in writing.
  - 2.7.2 The Professional Construction Manager's certification that the Contractor is entitled to final payment constitutes the Professional Construction Manager's representation to the Owner that:
    - 2.7.2.1 the Work complies with
      - 2.7.2.1.1 the Contract for Construction,
      - 2.7.2.1.2 applicable laws, statutes, building codes, rules or regulations of all governmental, public and quasi-public authorities and agencies having jurisdiction over the Project, and
      - 2.7.2.1.3 applicable installation and workmanship standards;
    - 2.7.2.2 The Contractor has submitted proper close-out documents and final completion documents;
    - 2.7.2.3 all mechanics liens, construction liens, Contractor's trust fund claims, and similar claims have been resolved; and,

2.7.2.4 the Contractor is entitled to final payment.

## 2.8 Professional Construction Manager's Submittals to Owner

2.8.1 The Professional Construction Manager shall provide to the Owner, at the time it submits the signed certificate of final payment, all close-out and final completion documents and one (1) set of record drawings accurately depicting all as-built construction, in the form required by the Owner, based upon the as-built and record drawings and markups submitted by the Contractor. The date of such submission is the Project Completion Date.

## 2.9 Additional or Modified Required Services

2.9.1 Additional Required Services or modified Required Services, if any, included in Construction Management Services are listed in Appendix 1 and incorporated herein by reference.

# 3 ARTICLE 3

## 3.1 PROFESSIONAL'S EXTRA SERVICES

3.1.1 Initiation of Extra Services: The Professional Construction Manager shall provide such extra services as are initiated and authorized in writing by the Owner. The services described in this Article 3 of Part 1 are not included in Required Services unless identified as an Additional Required Service or Modified Required Service.

3.1.2 Definition of Extra Services: Extra services include, but are not limited to:

3.1.2.1 Services necessary in connection with a significant revision of the Contract Documents when such revisions are inconsistent with approvals or instructions previously given by the Owner;

3.1.2.2 Services required by the enactment or revision of applicable laws, statutes, building codes, rules and regulations of any governmental, public, or quasi-public authority or agency having jurisdiction over the project subsequent to the completion of such documents; or

3.1.2.2.1.1 Services required by the Owner's election to revise the scope of the Work when such revisions are not necessitated by

3.1.2.2.1.2 the Professional Construction Manager's failure to perform its duties or substantially perform in accordance with the terms of this Contract For Professional Construction Manager Services; or

3.1.2.2.1.3 other acts or omissions of the Professional Construction Manager.

3.1.2.3 Structural, mechanical, chemical and other laboratory tests, inspections and reports required by law or the Construction Documents, or otherwise necessary, not otherwise obtained by the Owner or the Contractor, at the Professional Construction Manager's documented cost.

3.1.2.4 Services required in connection with replacement of Work damaged by natural catastrophe or intentional acts or parties other than the Professional Construction Manager or employees, agents or subcontractors of the Professional Construction Manager during construction.

3.1.2.5 Services for preparation for and attendance at deposition, discovery or court or other dispute resolution proceedings on behalf of the Owner, except when such proceedings involve issues of fault, neglect or alleged liability of the Professional Construction Manager, or its agents, employees, or consultants.

3.1.2.6 Services required by any failure to adequately perform contractual responsibilities by any

3.1.2.6.1 Contractor, subcontractor (all tiers) or supplier(s); or the Owner.

3.1.2.7 Services required by change orders initiated by the Owner, including as applicable, those services specified in Paragraph 2.2 of Part 2.

3.1.3 Payment to the Professional Construction Manager for Extra Services shall be based on to be negotiated fee specific to each instance of such extra services. Such negotiations shall be memorialized by supplemental agreement to this agreement.

## **Appendix 2.1**

### **ADDITIONAL REQUIRED SERVICES OR MODIFIED REQUIRED SERVICES**

#### **PROJECT DESIGN SCHEDULE SERVICES:**

NONE

#### **PROJECT TESTING SERVICES:**

NONE

#### **PROJECT ZONING APPROVAL SERVICES**

NONE

#### **GENERAL PROJECT SERVICES**

NONE

#### **PRELIMINARY DESIGN SERVICES**

NONE

#### **CONSTRUCTION DOCUMENTS SERVICES**

NONE

#### **CONSTRUCTION MANAGEMENT SERVICES**

NONE

**PART 3**  
**GENERAL TERMS AND CONDITIONS**  
**OF**  
**PROFESSIONAL CONSTRUCTION MANAGER SERVICES CONTRACT**

**1 ARTICLE 1**

**1.1 PROFESSIONAL CONSTRUCTION MANAGER'S GENERAL RESPONSIBILITIES**

**1.1.1 Professional Construction Manager's Services**

**1.1.1.1** The Professional Construction Manager's services consist of those services performed by the Professional Construction Manager, the Professional Construction Manager's employees, and the Professional Construction Manager's consultants and contractors.

**1.1.1.2** The Professional Construction Manager, as Professional Construction Manager advisor and consultant to the Owner for the Project, accepts and acknowledges the relationship of trust and confidence established with the Owner and covenants to furnish Professional Construction Manager services to the Owner in an expeditious, economical and proper manner consistent with the Owner's interests and objectives.

**1.1.1.3** The Professional Construction Manager shall determine and promptly notify the Owner in writing when extra services are necessary or desirable in connection with the Project.

**1.1.2 Professional Construction Manager's Performance Of Services**

**1.1.2.1** The Professional Construction Manager understands and acknowledges that time is of the essence in completion of the Project and the Owner will incur damages if the Project is not completed on time. The Professional Construction Manager shall at all times carry out its duties and responsibilities as expeditiously as possible and in accordance with the Project Design Schedule and in accordance with all applicable schedules.

**1.1.2.2** The Professional Construction Manager shall not offer or accept any inducements from any manufacturer, consultant, trade contractor, subcontractor, supplier or any other individual or entity in connection with the Project. The Professional Construction Manager shall not confer on any governmental, public or quasi-public official having any authority or influence over the Project any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised.

**1.1.2.3** The Professional Construction Manager shall not, without the express written permission of the Owner, (i) engage or recommend to the Owner engagement of any consultant, trade contractor, subcontractor or supplier to provide services on behalf of the Professional Construction Manager, Owner or Project in which the Professional Construction Manager has a direct or indirect proprietary or other pecuniary interest, or (ii) call for the use of or by exclusion require or recommend the use of products, materials, equipment, systems, processes or procedures in which the Professional Construction Manager or in which any consultant, trade contractor, subcontractor, or supplier of the Professional Construction Manager has a direct or indirect proprietary or other pecuniary interest.

**1.1.2.4** The Professional Construction Manager shall not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Professional Construction Manager, for any of the foregoing purposes, be deemed the agent of the Owner.

**1.2 Professional Construction Manager's Duties**

- 1.2.1 The Professional Construction Manager shall cooperate and communicate with the Owner and all other persons or entities required for satisfactory completion of the Project.
- 1.2.2 When requested to do so by the Owner, the Professional Construction Manager shall process documents, and provide other reasonably required drawings, services and certifications, necessary to enable the Owner to obtain financing or insurance for the Project.
  - 1.2.2.1 Design support services to be procured from the Design Professional.
- 1.2.3 The Professional Construction Manager shall perform all services and prepare all documents in accordance with requirements of governmental agencies having jurisdiction over the Project.
  - 1.2.3.1 Design support services to be procured from the Design Professional.
- 1.2.4 The Professional Construction Manager shall provide documents to the Owner for review in accordance with schedule requirements and with sufficient lead time to allow the Owner reasonable time for review.
- 1.2.5 The Professional Construction Manager shall process documents and provide other reasonably required documents, services and personnel, necessary to (i) obtain construction and other required approval, permits and Certificates of Occupancy for the Project; and (ii) represent that the Professional Construction Manager's services and work product comply with requirements of governmental agencies having jurisdiction over the Project.
  - 1.2.5.1 Design support services to be procured from the Design Professional.
- 1.2.6 The Professional Construction Manager shall immediately make additions, changes and corrections to any documents prepared by the Professional Construction Manager necessitated by errors and omissions in the Professional Construction Manager's performance of its services.
- 1.3 Professional Construction Manager's Personnel And Consultants.
  - 1.3.1 All services rendered by the Professional Construction Manager for the Project shall be performed by or under the immediate supervision of experienced Professional Engineer(s) and/or Architect(s) licensed and registered in the state in which the Project is located and possessing expertise in the discipline of the service being rendered. If the Professional Construction Manager does not have such licensed and experienced personnel available or if the Professional Construction Manager chooses to subcontract or affiliate with another Professional Construction Manager entity or organization for all or any portion of the Professional Construction Manager's scope of services, the Professional Construction Manager shall subcontract with a Professional Construction Manager firm with the requisite licenses, skill, experience and expertise to provide the necessary services. The Professional Construction Manager shall furnish Professional Construction Manager services in accordance with the Professional Construction Manager standards currently practiced by Professional Engineering and/or Architectural Construction Manager firms on projects similar in size, complexity and cost to the Project.
  - 1.3.2 The Professional Construction Manager shall retain and compensate any consultant(s) required in connection with the Professional Construction Manager's performance of Required Services. The obligations of the Professional Construction Manager's consultant(s) shall inure to the benefit of the Owner. The Professional Construction Manager's agreements with its consultant(s) shall require that in the event of default under or termination of, this Contract For Professional Construction Manager Services, and upon request of the Owner, the Professional Construction Manager's consultant(s) will perform services for the Owner.
  - 1.3.3 The Professional Construction Manager shall be responsible for all services performed by the Professional Construction Manager's consultant(s) and shall assure that the work of its consultants complies with all the requirements of this Contract For Professional Construction Manager Services. Fees for the Professional Construction Manager's consultant(s) are included in the Professional Construction Manager Contract Price.
  - 1.3.4 The Professional Construction Manager shall name a representative (the Professional Construction Manager's Representative) to serve as the Owner's primary communication contact with the Professional Construction Manager.

#### 1.4 Professional Construction Manager's Records

- 1.4.1 The Professional Construction Manager shall, concurrently with performance of its services, prepare substantiating records regarding services rendered.
- 1.4.2 The Professional Construction Manager shall for all services performed in connection with this Contract For Professional Construction Manager Service, retain in its records copies of all written communications, and any memoranda of verbal communications, related to the Project.
- 1.4.3 Unless otherwise provided, the Professional Construction Manager shall maintain its records for five (5) years after the Project Completion Date. If the Professional Construction Manager receives notification of a dispute or the commencement of litigation regarding the Project within this five (5) year period, the Professional Construction Manager shall continue to maintain all Project records until final resolution of the dispute or litigation.
- 1.4.4 Upon seven (7) days' written notice, from the date of this Contract For Professional Construction Manager Services to the latest date described in paragraph 1.4.3 of Part 3, the Owner and its authorized representative(s) shall be entitled to inspect, examine, review and copy records at the Professional Construction Manager's facilities. Failure by the Professional Construction Manager to supply substantiating records shall be reason to exclude the related costs from amounts which might otherwise be payable by the Owner to the Professional Construction Manager pursuant to this Contract For Professional Construction Manager Services.

#### 1.5 Contamination, Claim And Incident Reporting

- 1.5.1 The Professional Construction Manager shall immediately notify the Owner both orally and in writing of the presence and location of any environmental contamination of the Site of which it becomes aware or reasonably should become aware, including but not limited to Hazardous Substances and petroleum releases.
- 1.5.2 The Professional Construction Manager shall immediately notify the Owner both orally and in writing of the details of all incidents of which it becomes aware which adversely affect or have the potential to adversely affect the quality or progress of the Work including, but not limited to, union jurisdictional disputes, accidents, damages to Work and similar significant occurrences.
- 1.5.3 The Professional Construction Manager shall immediately notify the Owner both orally and in writing of any claim of which it becomes aware made by anyone against the Owner, the Professional Construction Manager, the Contractor, or any consultant, trade contractor, subcontractor, or supplier or any of them with respect to the Project.

#### 1.6 Changes To The Contract

- 1.6.1 The Professional Construction Manager understands and agrees that the Contract For Professional Construction Manager Services cannot be changed except as provided herein.
- 1.6.2 No act, omission or course of dealing by the parties shall alter the requirement that modifications of the Contract For Professional Construction Manager Services can be accomplished only by written documents signed by the parties.
- 1.6.3 If the Professional Construction Manager disputes a decision (i) that a change has occurred in its scope of services; (ii) whether a change in its scope of services will result in adjustment of its compensation or applicable schedules; or (iii) the amount of any adjustment of compensation or applicable schedules, the Professional Construction Manager shall nevertheless continue to provide its services. However, by doing so, the Professional Construction Manager will not prejudice any claim that it may have with respect to that decision.

## 2 ARTICLE 2

### 2.1 OWNER'S RESPONSIBILITIES

### 2.1.1 Information

- 2.1.1.1 The owner shall provide the Professional Construction Manager with information reasonably necessary to assist the Professional Construction Manager in performing its services, including, if applicable: The Site legal description and any required survey.
- 2.1.1.2 If the Project involves an existing structure, the Owner shall provide the Professional Construction Manager with available as-built and record drawings, plans, specifications and structure information in the Owner's possession with respect to such structure.
- 2.1.1.3 The Owner shall provide the Professional Construction Manager with the Owner's pertinent Project dates and key milestone dates.
- 2.1.1.4 The Owner shall provide the Professional Construction Manager with all written and tangible material in its possession concerning conditions below ground at the Project Site.
- 2.1.1.5 The furnishing of information by the Owner to the Professional Construction Manager shall not relieve the Professional Construction Manager of the responsibility to evaluate the information provided by the Owner and to notify the Owner in writing of any additional information needed or services required from the Owner in order for the Professional Construction Manager to perform its services. Any information and tangible material provided by the Owner to the Professional Construction Manager is furnished to the Professional Construction Manager only in order to make complete disclosure of such material, and in regard to the material, the Owner does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly or explicitly, and shall have no liability therefor.

### 2.2 Owner's General Duties

- 2.2.1 The Owner shall timely compensate the Professional Construction Manager in accordance with the Contract For Professional Construction Manager Services.
- 2.2.2 Unless otherwise required to be provided by the Professional Construction Manager in its scope of services, Owner shall secure and pay for all Project testing.
- 2.2.3 The Owner shall review documents prepared by the Professional Construction Manager in a timely manner and in accordance with schedule requirements. Review by the Owner shall be solely for the purpose of determining whether such documents are generally consistent with the Owner's intent. No review of such documents shall relieve the Professional Construction Manager of any of its responsibilities.

### 2.3 Owner's Representative

- 2.3.1 The Owner shall name the Owner's Representative to serve as the Professional Construction Manager's primary communication contact with the Owner.

## 3 ARTICLE 3

### 3.1 INTELLECTUAL PROPERTY AND CONFIDENTIALITY

- 3.1.1 The Construction Documents and any other documents or electronic media prepared by or on behalf of the Professional Construction Manager for the Project are the sole property of the Owner free of any retention rights of the Professional Construction Manager. The Professional Construction Manager hereby grants to the Owner an unconditional right to use, for any purpose whatsoever, the Construction Documents and any other documents or electronic media prepared by or on behalf of the Professional Construction Manager for the Project, free of any copyright claims, trade secrets or other proprietary rights with respect to such documents.
- 3.1.2 All information, documents, and electronic media furnished by the Owner to the Professional Construction Manager (i) belong to the Owner, (ii) are proprietary and confidential, (iii) are furnished solely for use on the Owner's Project, (iv) shall be kept confidential by the Professional Construction Manager, and (v) shall not be used by the



Professional Construction Manager on any other project or in connection with any other person or entity, unless disclosure or use thereof in connection with any matter other than services rendered to the owner hereunder is specifically authorized in writing by the Owner in advance.

- 3.1.3 The Professional Construction Manager shall not disclose any information it receives from the Owner to any other person or entity except to the extent necessary to allow it to perform its duties under this Contract For Professional Construction Manager Services.
- 3.1.4 Because it is difficult to separate proprietary and confidential information from that which is not, the Professional Construction Manager shall instruct its employees to regard all information which is not in the public domain as information which is proprietary and confidential.
- 3.1.5 Submission or distribution of documents to meet official regulatory requirements or for other required purposes in connection with the Project is not to be construed as publication in derogation of the Owner's common law copyrights or other reserved rights.

## 4 ARTICLE 4

### 4.1 APPLICABLE LAW AND DISPUTE RESOLUTION

- 4.1.1 This Contract For Professional Construction Manager Services shall be deemed to be entered into in and shall be interpreted under the laws of the state in which the Project is located.
- 4.1.2 Except as expressly prohibited by law:
  - 4.1.2.1 all legal actions hereunder shall be conducted only in state court or federal court districts where the Project is located and having subject matter jurisdiction over the matter in controversy; except that any final judgment may be enforced in other jurisdictions in any manner provided by law;
  - 4.1.2.2 the choice of jurisdiction and venue described in the preceding paragraph shall be mandatory and not permissive in nature, thereby precluding the possibility of litigation or trial in any jurisdiction or venue other than that specified herein;
  - 4.1.2.3 the parties waive any right to assert the doctrine of forum *non conveniens* or to object to venue; and,
  - 4.1.2.4 the parties waive any right to a jury trial, and agree that all legal actions shall be tried, both as to factual and legal issues, only to the Court.
- 4.1.3 In case of any dispute, claim, questions, or disagreement arising from or relating to the Project or arising out of this Contract For Professional Construction Manager Services or the breach thereof, the parties shall first attempt resolution through mutual discussion.
- 4.1.4 If the parties cannot resolve any dispute, claim, question, or disagreement arising from or relating to the Project or arising out of this Contract For Professional Construction Manager Services or the breach thereof through mutual discussion, the parties shall in good faith participate in private, non-binding facilitative mediation seeking a just and equitable solution satisfactory to all parties.
  - 4.1.4.1 All parties to a mediation shall promptly provide all other parties to the mediation with copies of essential documentation relevant to the support or defense of the matter being mediated.
  - 4.1.4.2 The parties shall not be required to mediate for a period greater than ninety (90) days unless otherwise agreed to in writing by the parties. The parties shall share equally any administrative costs and fees of such proceedings, but shall each be responsible for expenses otherwise incurred.
  - 4.1.4.3 In the event that the statute of limitations would run during the required mediation period, either party may institute litigation so as to avoid the running of such statute upon the condition that such party immediately seek a stay of

such litigation pending the conclusion of the mediation period.

- 4.1.4.4 During the course of mediation, any party to the mediation may apply for injunctive relief from any court of competent jurisdiction until the mediation period expires or the dispute is otherwise resolved.
- 4.1.4.5 The Owner, the Professional Construction Manager, the Contractor, and any other parties involved in any way in the design or construction of the Project are bound, each to each other, by this requirement to mediate prior to commencement of any litigation, provided that they have signed this Contract For Professional Construction Manager Services or an agreement that incorporates this Contract For Professional Construction Manager Services by reference or signed any other agreement which binds them to mediate. Each such party agrees that it may be joined as an additional party to a mediation involving other parties under any such agreement. In the case where more than one mediation is begun under any such agreement and any party contends that the mediations are substantially related, the mediations may be heard by the mediator selected in the first mediation which was commenced.
- 4.1.5 Neither party to this Contract For Professional Construction Manager Services shall enter into any contract with regard to the Project which directly or indirectly gives the right to resolve any dispute with, involving, or affecting the other to any other person or legal entity which is in conflict with the dispute resolution procedures required by this Article.
- 4.1.6 In case of a dispute relating to the Project, or arising out of this Contract For Professional Construction Manager Services, no party to this Contract For Professional Construction Manager Services shall be required to participate in or be bound by, any arbitration proceeding.

## 5 ARTICLE 5

### 5.1 TERMINATION OR SUSPENSION OF CONTRACT

- 5.1.1 **Professional Construction Manager's Default:** If the Professional Construction Manager defaults by failing to substantially perform, in accordance with the terms of this Contract For Professional Construction Manager Services, as determined by the Owner, the Owner may give written notice to the Professional Construction Manager (i) terminating this Contract For Professional Construction Manager Services effective seven (7) days from the date of notice, or (ii) setting forth the nature of the default and requesting the Professional Construction Manager initiate cure within seven (7) days from the date of notice. If the Professional Construction Manager fails to initiate cure upon the request of the Owner and continue such cure until complete, the Owner may give notice to the Professional Construction Manager of immediate termination.
- 5.1.2 **Owner's Default:** If the Owner defaults by failing to substantially perform in accordance with the terms of this Contract For Professional Construction Manager Services, the Professional Construction Manager shall give written notice to the Owner setting forth the nature of the default and requesting cure within seven (7) days from the date of notice. If the Owner fails to cure within seven (7) days from the date of notice, the Professional Construction Manager may give notice to the Owner of immediate termination.
- 5.1.3 **Termination Or Suspension For Convenience:** The Owner may at any time give written notice to the Professional Construction Manager terminating this Contract For Professional Construction Manager Services or suspending the Project, in whole or in part, in which event the Professional Construction Manager shall immediately reduce its staff, services and outstanding commitments in order to minimize the cost of termination or suspension.
- 5.2 **Payment in Case of Termination**
- 5.2.1.1 If the Contract For Professional Construction Manager Services is terminated by the Owner pursuant to Paragraph 5.1, no further payment shall be made to the Professional Construction Manager until completion of the Project. At such time, the Professional Construction Manager's compensation shall, at the Owner's option, be calculated (i) subject to the last sentence of this subparagraph, on the basis of services actually performed and expenses actually incurred prior to the effective termination date, or (ii) on the basis of the payment terms set forth elsewhere herein. In either case, the Professional Construction Manager's compensation shall be reduced by all

costs and damages incurred by the Owner as a result of the default of the Professional Construction Manager.

- 5.2.1.2 If the contract For Professional Construction Manager Services is (i) terminated by the Professional Construction Manager pursuant to Paragraph 5.2; (ii) terminated by the Owner pursuant to Paragraph 5.3, or (iii) suspended more than three (3) months by the Owner pursuant to paragraph 5.3, the Professional Construction Manager's compensation shall be calculated on the basis of services actually performed and expenses actually incurred prior to the effective termination or suspension date and reasonable costs associated with termination or suspension.

## 6 ARTICLE 6

### 6.1 MISCELLANEOUS PROVISIONS

- 6.1.1 This Contract For Professional Construction Manager Services represents the entire and integrated agreement between the Owner and the Professional Construction Manager, and supersedes all prior negotiations, representations or agreements, either written or oral, for the Project. This Contract For Professional Construction Manager Services may be amended only by written instruments signed by both the Owner and the Professional Construction Manager, and is subject to such reasonable modifications as may be required by the Owner's lender(s) or insurer(s), if any.
- 6.1.2 If any provision of this Contract For Professional Construction Manager Services, or the application thereof, is determined to be invalid or unenforceable, the remainder of that provision and all other provisions of this Contract For Professional Construction Manager Services shall remain valid enforceable.
- 6.1.3 No provision of this Contract For Professional Construction Manager Services may be waived except by written agreement of the parties. A waiver of any provision on one occasion shall not be deemed a waiver of that provision on any subsequent occasion, unless specifically stated in writing. A waiver of any provision shall not affect or alter the remaining provisions of this Contract For Professional Construction Manager Services.
- 6.1.4 No failure of the Owner to insist upon strict compliance by the Professional Construction Manager with any provision of this Contract For Professional Construction Manager Services shall operate to release, discharge, modify, change or affect any of the Professional Construction Manager's obligations.
- 6.1.5 This contract For Professional Construction Manager Services shall inure solely to the benefit of the parties hereto and their successors and assigns, and, except as provided in paragraph 1.4.2 of Part 3, nothing contained in this Contract For Professional Construction Manager Services is intended to or shall create a contractual relationship with or any rights or cause of action in favor of, any third party against either the Owner or the Professional Construction Manager.
- 6.1.6 All provisions of this Contract For Professional Construction Manager Services which contain continuing obligations shall survive its expiration or termination.
- 6.1.7 Neither party shall assign any or all of its benefits or executory obligations under this Contract For Professional Construction Manager Services without the approval of the other party to this Contract For Professional Construction Manager Services, except in case of assignment solely for security or assignment by the Owner to a Related Party of the Owner. The Owner and the Professional Construction Manager bind their successors and assigns to the other party to this Contract For Professional Construction Manager Services.
- 6.1.8 Upon the request of the Owner, the Professional Construction Manager shall execute documents required by the Owner's lender whereby the Professional Construction Manager agrees that in the event of the Owner's default under, or the termination of, any construction loan agreement, the Professional Construction Manager will complete the services required by this Contract For Professional Construction Manager Services under the terms and conditions contained herein so long as the lender fulfills the obligations of the owner toward the Professional Construction Manager as set forth in this Contract For Professional Construction Manager Services.

## 7 ARTICLE 7

### 7.1 DAMAGES AND REMEDIES

- 7.1.1 If the Professional Construction Manager fails to perform its duties the Professional Construction Manager shall, without compensation by the Owner, provide and process all documents, and provide other services, required as a result of the Professional Construction Manager's failure to perform, and shall promptly reimburse the Owner for any costs or damages incurred by the Owner. The Owner shall also have the right to deduct from payments to the Professional Construction Manager any costs or damages incurred, or which may be incurred, by the Owner as a result of the Professional Construction Manager's failure to perform.
- 7.1.2 To the fullest extent permitted by law, the Professional Construction Manager shall defend, protect, hold harmless, and indemnify the Owner and the Owner's Related Parties from and against any and all liability, loss, claims, demands, suits, costs, fees and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants), by whomsoever brought or alleged, and regardless of the legal theories upon which premises, including, but not limited to, those actually or allegedly arising out of bodily injury to, or sickness or death of, any person, or property damage or destruction (including loss of use), which may be imposed upon, incurred by or asserted against the Owner or the Owner's Related Parties allegedly or actually arising out of or resulting from the Professional Construction Manager's services, including without limitation any breach of contract or negligent act or omission (i) of Professional Construction Manager, or (ii) of the Professional Construction Manager's consultants, subcontractors or suppliers, or (iii) of the agents, employees or servants of the Professional Construction Manager or its consultants, subcontractors or suppliers.
- 7.1.3 To the fullest extent permitted by law, the Professional Construction Manager, for itself and for its consultants, trade contractors, subcontractors and suppliers, if any, and their agents, employees and servants, expressly waives any and all immunity or damage limitation provisions available to the Professional Construction Manager under any worker=s or workmen=s compensation acts, disability benefit acts or other employee benefit acts, to the extent such statutory or case law would otherwise limit the amount recoverable by the Owner or the Owner's Related Parties pursuant to the indemnification provision contained in Paragraph 7.2.
- 7.1.4 To the fullest extent permitted by law, the Professional Construction Manager shall defend, protect, hold harmless, and indemnify the Owner and the Owner's Related Parties from and against any and all liability, loss, claims, demands, suits, costs, fees and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants), by whomsoever brought or alleged, for infringement of patent rights, copy rights, or other intellectual property rights, except with respect to designs, processes or products of a particular manufacturer expressly required by the Owner in writing. If the Professional Construction Manager has reason to believe the use of a required design, process or product is an infringement of a patent, the Professional Construction Manager shall be responsible for such loss unless such information is promptly given to the Owner.
- 7.1.5 The Owner's selection of one or more remedies for breach of this Contract For Professional Construction Manager Services shall not limit the Owner's right to invoke any other remedy available to the Owner under this Contract For Professional Construction Manager Services or by law.
- 7.1.6 The Professional Construction Manager shall not be entitled to, and hereby waives any monetary claims for or damages arising from or related to, lost profits, lost business opportunities, unabsorbed overhead or any indirect consequential damages.
- 7.2 The Owner is entitled to interest on all amounts due from the Professional Construction Manager that remain unpaid thirty (30) days after the amount is deemed due, whether as a result of a resolution of a dispute or otherwise. Any such interest shall be calculated by the same method as set forth in Article 8 below.

## 8 ARTICLE 8

### 8.1 PAYMENT TO PROFESSIONAL CONSTRUCTION MANAGER

- 8.1.1 **General Invoicing Requirements:** Every thirty (30) days during the term of this Contract For Professional Construction Manager Services, the Professional Construction Manager shall submit invoices to the Owner

## 7 ARTICLE 7

### 7.1 DAMAGES AND REMEDIES

- 7.1.1 If the Professional Construction Manager fails to perform its duties the Professional Construction Manager shall, without compensation by the Owner, provide and process all documents, and provide other services, required as a result of the Professional Construction Manager's failure to perform, and shall promptly reimburse the Owner for any costs or damages incurred by the Owner. The Owner shall also have the right to deduct from payments to the Professional Construction Manager any costs or damages incurred, or which may be incurred, by the Owner as a result of the Professional Construction Manager's failure to perform.
- 7.1.2 To the fullest extent permitted by law, the Professional Construction Manager shall defend, protect, hold harmless, and indemnify the Owner and the Owner's Related Parties from and against any and all liability, loss, claims, demands, suits, costs, fees and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants), by whomsoever brought or alleged, and regardless of the legal theories upon which premises, including, but not limited to, those actually or allegedly arising out of bodily injury to, or sickness or death of, any person, or property damage or destruction (including loss of use), which may be imposed upon, incurred by or asserted against the Owner or the Owner's Related Parties allegedly or actually arising out of or resulting from the Professional Construction Manager's services, including without limitation any breach of contract or negligent act or omission (i) of Professional Construction Manager, or (ii) of the Professional Construction Manager's consultants, subcontractors or suppliers; or (iii) of the agents, employees or servants of the Professional Construction Manager or its consultants, subcontractors or suppliers.
- 7.1.3 To the fullest extent permitted by law, the Professional Construction Manager, for itself and for its consultants, trade contractors, subcontractors and suppliers, if any, and their agents, employees and servants, expressly waives any and all immunity or damage limitation provisions available to the Professional Construction Manager under any worker=s or workmen=s compensation acts, disability benefit acts or other employee benefit acts, to the extent such statutory or case law would otherwise limit the amount recoverable by the Owner or the Owner's Related Parties pursuant to the indemnification provision contained in Paragraph 7.2.
- 7.1.4 To the fullest extent permitted by law, the Professional Construction Manager shall defend, protect, hold harmless, and indemnify the Owner and the Owner's Related Parties from and against any and all liability, loss, claims, demands, suits, costs, fees and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants), by whomsoever brought or alleged, for infringement of patent rights, copy rights, or other intellectual property rights, except with respect to designs, processes or products of a particular manufacturer expressly required by the Owner in writing. If the Professional Construction Manager has reason to believe the use of a required design, process or product is an infringement of a patent, the Professional Construction Manager shall be responsible for such loss unless such information is promptly given to the Owner.
- 7.1.5 The Owner's selection of one or more remedies for breach of this Contract For Professional Construction Manager Services shall not limit the Owner's right to invoke any other remedy available to the Owner under this Contract For Professional Construction Manager Services or by law.
- 7.1.6 The Professional Construction Manager shall not be entitled to, and hereby waives any monetary claims for or damages arising from or related to, lost profits, lost business opportunities, unabsorbed overhead or any indirect consequential damages.
- 7.2 The Owner is entitled to interest on all amounts due from the Professional Construction Manager that remain unpaid thirty (30) days after the amount is deemed due, whether as a result of a resolution of a dispute or otherwise. Any such interest shall be calculated by the same method as set forth in Article 8 below.

## 8 ARTICLE 8

### 8.1 PAYMENT TO PROFESSIONAL CONSTRUCTION MANAGER

- 8.1.1 **General Invoicing Requirements:** Every thirty (30) days during the term of this Contract For Professional Construction Manager Services, the Professional Construction Manager shall submit invoices to the Owner

requesting payment. Each invoice shall contain the Owner's Project Identification, bear the signature of the Professional Construction Manager and have attached such documentation as may be required.

- 8.1.1.1 Telephone, facsimile, telecopier, internet service plus postage/express mail charges and similar communications charges that are local and/or that are to/from the firm's home office are considered part of the base fee for professional services and are not separately reimbursable expense;
- 8.1.1.2 Reproduction and copying expenses, for items in excess of those included in Required Services; and like items of expense are considered part of the base fee for professional services and are not separately reimbursable expense;
- 8.1.1.3 For invoicing purposes, all professional services are considered to be compensable at the hereinbefore listed hourly rates; thus, Invoicing shall generally be for services rendered on an hourly basis.
- 8.1.1.4 The invoice shall generally itemize or show a breakdown of the various phases or parts of the Professional Construction Manager Contract Price, the value of the various phases or parts, the previously invoiced and approved amounts for payment, and the amount of the current invoice.
  - 8.1.1.4.1 Itemization shall include a titlular description of services, categorical list of currently billed charges (man-hours, mileage and travel expenses, etc.) and date(s) billings were incurred. In particular, itemization shall:
    - 8.1.1.4.1.1 describe with reasonable particularity the type and nature of each service rendered;
    - 8.1.1.4.1.2 state the date each service was rendered;
    - 8.1.1.4.1.3 identify the technical classification and name of each person rendering each service;
    - 8.1.1.4.1.4 state the hours expended by each class of persons for each service;
    - 8.1.1.4.1.5 state the hourly rate for each classification of service; and,
    - 8.1.1.4.1.6 state the total amount charged for each service.
    - 8.1.1.4.1.7 Exhibits 3A and 3B (Attached hereto) provide example of invoice content expected.
- 8.1.1.5 The invoice shall also include a certification signed by the Professional Construction Manager stating that the Professional Construction Manager has paid its consultants subcontractors and suppliers their proportional share of all previous payments received from the Owner.
- 8.1.1.6 The signature of the Professional Construction Manager on any invoice shall constitute the Professional Construction Manager's certification to the Owner that the Professional Construction Manager's services listed in the invoice have progressed to the level indicated and have been performed as required by the Contract Documents, that the reimbursable expenses have been reasonably incurred, and that the amount requested is currently due and owing.
- 8.1.2 **Invoicing And Payment of Expenses:** Invoices for expenses shall, in addition to the invoice requirements contained in Paragraph 8.1 above, be accompanied by such documentation or support data as the Owner may require. The Professional Construction Manager shall:
  - 8.1.2.1 Be reimbursed only the following expenses:
    - 8.1.2.1.1 travel expenses approved in advance by the Owner in writing;
    - 8.1.2.1.2 telephone, facsimile, telecopier, internet service plus postage/express mail charges and similar communications charges that are not local and/or that are not to/from the firm's home office are not considered part of the base

fee for professional services and are separately reimbursable expense;

8.1.2.1.3 other items as may approved in advance by the Owner in writing.

8.1.2.1.4 set forth with particularity on its invoice the nature and cost of the expense item being billed, and attach to its invoice the written authorization, if any, required for such item; and,

8.1.2.1.5 bill expenses at actual cost or prevailing rate and without addition of administrative charge, multiple or surcharge.

8.1.3 **Time For Payment:** Unless there is a dispute about the compensation due the Professional Construction Manager including, but not limited to, claims by the Owner against the Professional Construction Manager, within thirty (30) days after receipt by the Owner of the Professional Construction Manager's invoice, the Owner shall pay to the Professional Construction Manager the amount approved. The date on which payment is due shall be referred to as the Payment Date. In the event of disputes, payment shall be made on or before the Payment Date for amounts and services not in dispute, subject to any setoffs claimed by the Owner. Payments shall be deemed timely if mailed at least two (2) business days before the Payment Date.

8.1.4 **Correction Of Past Payments:** All prior payments, whether based on estimates or otherwise, may be corrected and adjusted in any payment and shall be corrected and adjusted in the final payment. In the event that any invoice contains a defect or impropriety which would prevent payment by the Payment Date, the Owner shall notify the Professional Construction Manager in writing of such defect or impropriety. Any disputed amounts determined by the Owner to be payable to the Professional Construction Manager shall be due thirty (30) days from the date the dispute is resolved.

8.1.5 **Interest On Outstanding Amounts Due:** Interest shall accrue on amounts owed by the Owner to the Professional Construction Manager which remain unpaid thirty (30) days following the Payment Date. Said interest shall accrue at the discounted ninety day U.S. Treasury bill rate as established by the Weekly Auction and as reported in *The Wall Street Journal* on the weekday following each such Weekly Auction.

8.1.6 No interest shall accrue when payment is delayed because of a dispute between the Owner and the Professional Construction Manager, or a dispute as to the accuracy or completeness of any request for payment received. This exception to the accrual of interest shall apply only to that portion of a delayed payment which is actually the subject of the dispute and shall apply only for the duration of such disagreement. Nor shall interest accrue on retainage, which is withheld to assure performance of the Contract For Professional Construction Manager Services.

## 9 ARTICLE 9

### 9.1 GENERAL INSURANCE REQUIREMENTS

9.1.1 Unless otherwise required, each insurance policy except the Professional Construction Manager's Professional Construction Manager liability policy:

9.1.1.1 shall be issued by an insurance carrier acceptable to Owner;

9.1.1.2 shall be kept in force throughout performance of the Professional Construction Manager's services and for one (1) year after the end of such performance;

9.1.1.3 shall be an occurrence policy; and,

9.1.1.4 shall be evidenced by a certificate of insurance acceptable to the Owner which provides that the coverage evidenced thereby shall not be substantially modified or canceled without thirty (30) days prior written notice to the Owner.

9.1.2 The Professional Construction Manager's Professional Construction Manager liability policy:

9.1.2.1 shall be issued by an insurance carrier acceptable to Owner;

- 9.1.2.2 shall be kept in force throughout performance of the Professional Construction Manager's services and for five (5) years after the end of such performance;
- 9.1.2.3 may be a claims-made policy; and,
- 9.1.2.4 shall be evidenced by a certificate of insurance acceptable to the Owner which provides that the coverage evidenced thereby shall not be substantially modified or canceled without thirty (30) days prior written notice to the Owner. If any Professional Construction Manager liability is canceled or not renewed, any substitute policy shall have a commencement date retroactive to the date upon which the Professional Construction Manager commenced performance of its services under this Contract For Professional Construction Manager Services.
- 9.1.3 Upon the request of the Owner, the Professional Construction Manager shall deliver to the Owner certificates of insurance and/or copies of policies for all required insurance coverage.
- 9.1.4 Prior to performance of services on the Project, the Professional Construction Manager shall ensure that its required insurance coverage, and that of its consultants, is in effect pursuant to this Contract For Professional Construction Manager Services. The Professional Construction Manager agrees that the Owner shall have no responsibility to verify compliance by the Professional Construction Manager or its consultants, contractors, subcontractors or suppliers with any insurance requirements.
- 9.1.5 Compliance with insurance requirements shall not relieve the Professional Construction Manager of any responsibility to indemnify the Owner for any liability to the Owner as specified in any other provision of this Contract For Professional Construction Manager Services and the Owner shall be entitled to pursue any remedy in law or equity if the Professional Construction Manager fails to comply with the contractual provisions of this Contract For Professional Construction Manager Services. Indemnity obligations specified elsewhere in this Contract For Professional Construction Manager Services shall not be negated or reduced by virtue of any insurance carrier's (i) denial of insurance coverage for the occurrence or event which is the subject matter of the claim; or, (ii) refusal to defend any named insured.
- 9.1.6 Insurance coverage (including any deductible or self-insured retention) required from persons or entities other than the Owner or the Owner's Related Parties shall be deemed primary to any coverage provided by the Owner or the Owner's Related Parties.
- 9.1.7 The Owner shall not be liable, and shall provide no insurance, for any loss or damage incurred by the Professional Construction Manager or its consultants, or by their agents and employees, to tools, machinery, equipment and other property owned by them, regardless of whether such losses are insured by them. The Professional Construction Manager hereby releases and discharges the Owner and its Related Parties of and from all liability to the Professional Construction Manager, and to anyone claiming by, through or under the Professional Construction Manager, by subrogation or otherwise, on account of any loss or damage to such tools, machinery, equipment or other property, however caused.

## 10 ARTICLE 10

### 10.1 DEFINITIONS

- 10.1.1 When one of the following capitalized words, terms or phrases is used in this contract, it shall be interpreted or construed first as defined below, second according to its generally-accepted meaning in the construction industry, and third according to its common and customary usage.
- 10.1.1.1 **Base Fee:** The Professional Construction Manager Contract Price.
- 10.1.1.2 **Contractor:** An entity, including but not limited to a general contractor, a trade contractor or a construction manager, engaged directly by the Owner pursuant to a Contract For Construction.
- 10.1.1.3 **Construction Contract Price:** The dollar amount for which a Contractor agrees to perform the Work set forth in a Contract For Construction.



- 10.1.1.4 Construction Documents:** Plans, specifications, change orders, and addenda which set forth in detail the Work.
- 10.1.1.5 Contract For Construction:** A written agreement between the Owner and a Contractor for provision of goods, products, materials, equipment, systems, management, supervision, labor and services required to construct all or part of a Project.
- 10.1.1.6 Contract For Professional Construction Manager Services:** A written agreement between the Owner and a Professional Construction Manager for provision of services and related items required to design, engineer, or supervise the construction of all or part of a Project.
- 10.1.1.7 Hazardous Substances:** The term "Hazardous Substance" shall have the same meaning and definition as set forth in the Comprehensive Environmental Response Compensation and Liability Act as amended, 42 USC Article 6901 et seq, and regulations promulgated thereunder (collectively "CERCLA") and any corresponding state or local law or regulation and shall also include: (a) any Pollutant or Contaminant as those terms are defined in CERCLA; (b) any Solid Waste or Hazardous Constituent as those terms are defined by, or otherwise identified by, the Resource Conservation and Recovery Act as amended, 42 USC Article 6901 et seq, and regulations promulgated thereunder (collectively "RCRA") and any corresponding state or local law or regulation; (c) crude oil, petroleum and fractions of distillates thereof; (d) any other material, substance or chemical defined, characterized or regulated as toxic or hazardous under any applicable Law, regulation, ordinance, directive or ruling; and, (e) any infectious or medical waste as defined by any applicable federal or state laws or regulations.
- 10.1.1.8 Owner's Related Parties:** Any parent, subsidiary or affiliated entities of the Owner, including the respective officers, trustees, directors, shareholders, partners, and employees of each.
- 10.1.1.9 Professional Construction Manager:** An entity, including but not limited to an architect, civil engineer or geotechnical engineer, engaged directly by the owner to provide design, engineering, or construction management services.
- 10.1.1.10 Professional Construction Manager Contract Price:** The not exceed amount to be paid the Professional Construction Manager for service rendered in connection with the project and in accord with the terms of this agreement.
- 10.1.1.11 Project:** A planned construction undertaking as more specifically described immediately preceding the recitals in Chapter 1 of a Contract For Professional Construction Manager Services or a Contract For Construction.
- 10.1.1.12 Project Completion Date:** The date the Project is to be or has been fully completed in accordance with the Construction Documents and the Owner has received all documents, labor and services necessary for closeout of the Work.
- 10.1.1.13 Project Construction Schedule:** The timetable which sets forth pertinent dates for timely completion of the Work.
- 10.1.1.14 Project Design Schedule:** The timetable which sets forth the required relationships between, and pertinent dates for, required completion of design and engineering services, documents and related activities.
- 10.1.1.15 Site:** The geographical location of a Project, usually defined by legal boundary lines, and the location characteristics including, but not limited to, grades and lines of streets, alleys, pavements and adjoining structures, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, existing buildings and improvements, and service and utility lines.
- 10.1.1.16 Substantial Completion:** The stage of construction when the Owner can occupy or utilize the satisfactorily-completed Work, or a specified part of the Work, for its intended purpose.
- 10.1.1.17 Total Project Construction Cost:** The total cost to the Owner to complete construction of the Project, including, without limitation, the Work, the cost of utilities, the cost of fees for permits and licenses, and modifications necessitated by local conditions.

10.1.1.18 **Work:** Any and all computers, construction machinery, documents, equipment, facilities, fixtures, furnishings, goods, heat, items, labor, licenses, management, materials, permits, products, services, supervision, supplies, systems, taxes, testing, things, tools, utilities, transportation, vehicles, and water, required to be performed or supplied and/or necessary for proper execution and completion of the Project, or some portion thereof, whether or not incorporated or to be incorporated into the Project.

**G & T Associates, Inc.**

P.O. Box 381294  
 Strongsville, Ohio 44138  
 Tel: (440)572-0555

Invoice No. 0005-xx

To:

Re:

<b>FAX</b>	DATE 8/30	PAGES 2	FROM KIRAN PATE
TO KEITH SCHWARTZ	CO. G&T ASSOCIATES		RT# 440-572-0555
CC. DEBORAH	FAX# 440-775-7208		RT# 440-572-0320
MESSAGE			

Invoice Date: 29-Aug-2000  
 Billed Through: 31-Jul-2000

Terms: Net 15

Description of Services: Construction Management Services

**Charges:****Man-hours**

Project Manager		0.0 Hrs @ \$	/hr =	0.00
Resident Construction Manager	S.T.	0.0 Hrs @ \$	/hr =	0.00
Resident Construction Manager	C.T.	0.0 Hrs @ \$	/hr =	0.00

**Mileage Expenses**

0 Mi @ \$	0.35 mi =	0.00
Total Amount Due this Invoice	\$	0.00

SAMPLE INVOICE FORMAT AS DISCUSSED

