KEAN

ADDENDUM NO. 1

Construction Management

Bid No. K26-10-12-1

KEAN UNIVERSITY
1000 MORRIS AVENUE
UNION, NEW JERSEY 07083

DATE OF ADDENDUM: October 23, 2026

The attention of all Bidders is called to the following Addendum from Kean University (the "University"). This Addendum forms part of the Request for Bid for Professional Services ("Bid") and modifies the original Bid specifications and documents dated October 15, 2026.

This Addendum is hereby included in and made a part of the Contract Documents, whether or not attached thereto. All requirements of the original Bid shall remain in force and effect, except as amended by this Addendum.

The purpose of this Addendum is to clarify issues raised in questions submitted by Bidders, as set forth below.

Except as amended herein, the original Bid instructions and specifications shall remain in full force and effect.

I. QUESTIONS AND ANSWERS:

Question 1. Could you please provide the sample agreement referenced in Section 7.3.2, or point me to where it is posted?

A. *The sample agreement is attached to this Addendum as Exhibit 1. The University reserves the right to modify the sample agreement before the contract from this bid is awarded.*

Question 2. Section 7.5 expressly identifies the Construction Manager's role as "CM as Agent – Extension of University Staff."?

Please confirm that the University's intent is to procure Construction Management as Agent services, rather than Construction Management at Risk services without assuming the contractual responsibilities of a general contractor or construction manager at risk as previously required.

A. *Confirmed that all prime and trade construction contracts will be competitively bid, awarded and executed by Kean University directly with each contractor in accordance with Section 7.16.1, and that the CM will not be a party to those contracts. The CM will not act as guarantor of a contractor's performance or default; the University's remedies for contractor non-performance are those provided in the University's contract with that contractor and its bonds.*

The CM is, however, fully responsible for the management of those contractors. The University will designate the CM as its representative under each prime and trade contract, with authority to direct coordination and sequencing, reject non-conforming work, require corrective action and schedule recovery, recommend withholding of payment, and issue notices of deficiency and default on the University's behalf. T

Question 3. Section 7.16 states that the CM will be responsible for executing and completing trade and prime construction contracts directly with contractors. However, Section 7.16.1 states that the University will execute these agreements and that the CM will not be a party to them.

Please confirm that all prime and trade construction contracts will be executed directly between Kean University and the respective contractors, and that the CM will not be contractually responsible for their performance or default.

A. *Yes, all prime and trade construction contracts will be executed directly between Kean University and the respective contractors.*

Question 4. Section 7.17 requires the establishment of a Guaranteed Maximum Price for each project and states that the CM will be responsible for certain costs exceeding an approved GMP. Given the CM-as-Agent designation in Section 7.5, please clarify the CM is only responsible to prepare, evaluate, and monitor project budgets and construction cost estimates on behalf of the University. If a binding GMP is required, please explain how the CM would assume financial responsibility for cost overruns when the University holds the construction contracts

A. *The University will establish a GMP for each State Funded Project upon award of the trade contracts based on the CM's budget validation package, including but not limited to, responsible to prepare, evaluate, and monitor project budgets and construction cost estimates on behalf of the University. The CM's cost-control responsibilities are those of the University's cost adviser and remain as described in Sections 7.13, 7.14, 7.17 and 7.18: independent estimates at each design milestone reconciled to the Architect's estimate and the grant allocation; bid tabulation and award recommendations; the supporting documentation listed in Section 7.17 at award; monthly cost reports and cash flow projections; evaluation of change requests; maintenance of the contingency log; and identification of grant-eligible and potentially ineligible costs. Construction contingency will be held by the University and used only with its written approval. The shared savings provisions of Section 7.18 are deleted.*

Question 5. Please confirm that the CM will not be financially responsible for construction cost overruns, contractor delays, defective work, contractor defaults, or other costs arising from the performance of contractors retained directly by the University, except to the extent attributable to the CM's own negligent acts, errors, omissions, or breach of its contractual obligations.

A. *While the University will hold the contracts with the prime contractors, the University will designate the CM as its representative under each prime and trade contract, with authority to direct coordination and sequencing, reject non-conforming work, require corrective action and schedule recovery, recommend withholding of payment, and issue notices of deficiency and default on the University's behalf as mentioned in Question 3.*

Question 6. Please confirm that the prime contractors directly contracted with the University will furnish performance and payment bonds covering the construction value of the projects and not the CM.

A. *Each prime contractor under direct contract with the University will furnish performance and payment bonds in the full amount of its contract, naming Kean University as obligee.*

Question 7. Section 7.29 references liquidated damages associated with failure to achieve contractual completion milestones. Please confirm that the CM will not be subject to liquidated damages resulting from construction delays caused by contractors under direct contract with the University, except to the extent the delay is directly attributable to the CM's own failure to perform its contractual obligations.

A. *Liquidated damages under Sections 3.22.1 and 7.29 will apply to the CM only for delay directly attributable to the CM's failure to perform its own contractual obligations within the times required, including the management obligations described in the response to Question 3, the CM deliverables and milestones in Section 7.10.3, and the review and turnaround durations in Section 7.21. Delay caused by prime contractors will be addressed under their respective contracts with the University, each of which will contain its own liquidated damages provision.*

Question 8. Section 7.17.1 requires the CM to propose a single percentage fee for the program and indicates that general conditions and project management expenses are included unless otherwise approved. Please clarify whether the CM shall provide a percentage fee inclusive of all project management, field supervision, construction administration, and program management staffing, or whether the project specific personnel may be separately compensated through the Fee Bid Form or individual project task orders.

A. *The percentage fee proposed on Attachment A shall be single, all-inclusive of the Basic Services described in Section 7, including program management, project management, on-site field representation, construction administration, scheduling, estimating, grant compliance, safety monitoring, document control and administrative support, together with all associated overhead, travel, software, printing and office costs. Project*

Question 9. The Bidder Rating Sheet, Attachment B, identifies "Financial Stability and Bonding Capacity" as Evaluation Criterion 7. Please confirm whether the successful Construction Manager will be required to provide any bonds under this contract. If so, please specify the bond types, required amounts, and when they must be provided.

A. *Yes, the successful CM will be required to provide a performance bond of 100% based on the bidders fee. All bidders will also be required to*

provide financial statements from the year ending December 31, 2025 so that the University can evaluate each bidder's financial stability.

Question 10. Does Kean University anticipate construction activities taking place year-round, including while classes are in session, or will work be limited primarily to academic breaks, night work, and/or summer months?

A. *Yes. The University anticipates construction activity year-round, including while classes are in session, at an occupied and operating campus. Work affecting occupied academic, residential or administrative space will be scheduled in accordance with Section 7.22 and may be required during evenings, weekends, academic breaks and summer periods. Heating plant and boiler work must be sequenced so that no occupied building is without heat during the heating season, and chiller work so that no space requiring cooling is without it during the cooling season. Bidders should assume that some projects will require off-hours and premium-time coverage by the CM's field staff; premium-time costs of the trade contractors will be carried in the respective trade contracts. To support scheduling and phasing, the University will provide the CM with the academic calendar, classroom and space utilization schedules, residence hall occupancy periods, the events calendar, and any additional information the CM reasonably requests to plan work around University operations. The CM remains responsible for incorporating that information into the Master Program Schedule and the Method of Procedure for each shutdown under Section 7.22.*

Exhibit 1

KEAN

AGREEMENT FOR CONSTRUCTION SERVICES

THIS AGREEMENT, made this [INSERT DATE] by and between Kean University, a public institution of higher education in the State of New Jersey, having its principal address at 1000 Morris Avenue, Union, New Jersey 07083, (hereinafter referred to as the "University"), and [awarded vendor's legal name], having its principal address at [vendor's mailing address] (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the University has made an award of contract to Contractor for the work hereinafter specified; and

WHEREAS, the University and Contractor hereby set forth the terms of understanding for the scope of construction as awarded by the University pursuant to the bid of Contractor in accordance with the University's Bid No. [BID NUMBER]**.**

NOW THEREFORE, in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the University and Contractor, the parties hereby agree as follows:

1. **CONTRACTOR RESPONSIBILITIES.** The Contractor shall commence and complete the construction project described as follows:

Name of Bid Project
Kean University Bid No. [_____]
Union, New Jersey 07083

(hereinafter referred to as the "Project"), for the sum of: _____ Dollars ($_____.00) which includes any and all extra work in connection therewith, under the terms and conditions as stated in the University's Project Drawings and Specifications (i.e., the Instructions to Bidders, the General Conditions, the Supplemental Conditions and/or Special Conditions of the Project Contract, the Specifications, Schedules, Addenda/Bulletins/Interpretations, Plans, Drawings, Contract Documents and any other documents which are attached or incorporated by reference to said documents) and at the Contractor's own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, full performance and payment bonds and other accessories and services

necessary to complete the said Project in accordance with the terms and conditions of the University's Project Drawings and Specifications prepared by **[ADD DESIGN GROUP IF APPLICABLE]** (hereinafter referred to as "Design Consultant" or "A/E Firm(s)") and the terms, conditions and prices stated in the Contractor's Bid Documents. The Contractor shall perform in a good, skillful, and prompt manner and with the care and skill ordinarily used in its profession, and also in accordance with this Contract and supporting documents. The acceptance or approval of or payment for any of the services provided by the Contractor under this Contract shall not release or waive any claim for latent defects or errors, omissions, or breaches of this Contract, negligence, indemnity, or other obligations under this Contract.

2. **SCOPE OF SERVICES.** The Contractor hereby agrees to commence work under this Agreement within [INSERT NUMBER] calendar days after a written "Notice to Proceed" is issued by the University and to substantially complete the Project within the time frame specified in the SUPPLEMENTAL CONDITIONS of the Bid Documents and Project Specifications. Contractor agrees to perform all work and labor required to furnish and deliver all goods, materials, and/or services in accordance with this Contract and supporting documents, and any and all task orders subsequently issued by the University in connection therewith. Time is of the essence for the completion of this Agreement. The Contractor further agrees to pay, as liquated damages, a sum for each consecutive calendar day thereafter as provided in the General Conditions. The Contractor shall be required to assume sole responsibility for all work to be completed as required by this Contract.

3. **CONTRACT DOCUMENTS.** The following documents are annexed hereto, incorporated herein, and made a part of this Contract:

Exhibit A: Kean University Instructions to Bidders and General Conditions, [Name] Bid No. [_____], dated [_____] as amended by Addendum No. [_____] ("Project Specifications");

Exhibit B: Contractor's Response to Project Specifications dated [_____] ("Contractor's Bid Documents");

Exhibit C: Vendor Acknowledgment Form executed by Contractor; Appendix 1 – Code of Ethics and Business Ethics Guide; Certification by Contractor.

Exhibit D: AIA Document C132-2019

In the event of an inconsistency between the terms of this Contract and the Contractor's Bid Documents, the terms of this Contract shall govern. In the event of an inconsistency between the terms of this Contract and the University's Project Specifications, the terms of this Contract shall govern. In the event of an inconsistency between the University's Project Specifications and the Contractor's Bid Documents, the terms of the University's Project Specifications shall govern. In the event of an inconsistency between the terms of this Contract and the terms set forth in AIA Document C132-2019, the terms of this Contract will govern.

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4. **CONTRACTOR EMPLOYEES.** It is understood and agreed that the Contractor is an independent contractor and not an employee of the University, nor are the employees of the Contractor to be considered employees of the University. Contractor further agrees that its employees performing any of the services specified in this Contract shall do so in an appropriate and professional manner.

5. **LICENSES AND PERMITS.** The Contractor must meet all applicable State and Federal requirements for operating and doing business in the State of New Jersey, including but not limited to maintaining compliance with Affirmative Action laws, pursuant to the provisions of Chapter 127, Public Laws of 1975, and prevailing wage rates in accordance with the provisions of Chapter 150 of the Laws of 1963, as amended by Chapter 64 of the Laws of 1974, as determined by the Department of Labor & Workforce Development.

6. **INSURANCE.** Contractor shall provide the following types of insurance coverage, which are the minimum required and shall not relieve the Contractor of any liability where liability for injury, death, or property damage is greater than the insurance coverage:

a. Commercial General Liability Insurance written on an occurrence form including independent contractor liability, products/completed operations liability, contractual liability, covering but not limited to the liability assumed under the indemnification provisions of this contract. Coverage for bodily injury and property damage claims arising out of the professional acts of the Contractor and subcontractors shall also be included. The policy shall not include any endorsement that restricts or reduces coverage as provided by the ISO CG 00 01 form without the approval of the University. The minimum limits of liability shall not be less than a combined single limit of one million dollars ($1,000,000) per occurrence, two million dollars ($2,000,000) general aggregate. A "per project endorsement" shall be included, so that the general aggregate limit applies separately to the Project that is the subject of this Contract.

b. General Automobile Liability Insurance covering owned, non-owned, and hired vehicles. The limits of liability shall not be less than a combined single limit of one million dollars ($1,000,000) per occurrence.

c. Workers' Compensation Insurance applicable to the laws of the State of New Jersey and other State or Federal jurisdictions required to protect the employees of the Vendor and any subcontractor who will be engaged in the performance of this Contract. The certificate must indicate that no proprietor, partner, executive officer or member is excluded.

d. Employer's Liability Insurance with a limit of liability not less than one million dollars ($1,000,000) each accident, one million dollars ($1,000,000) each employee for injury by disease, and one million dollars ($1,000,000) injury by disease.

e. Contractor shall obtain and maintain a separate Owners and Contractors Protective Liability Insurance policy for the same limits of liability as specified for the Commercial General Liability Insurance in the name of Kean University, the State of New Jersey, the New Jersey Educational Facilities Authority, and the New Jersey Economic Development

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Authority. The Architect/Engineer is to be named as additional insureds. The policy shall be maintained in force for the term of the Project or one year, whichever is longer.

f. Excess Liability Insurance, umbrella insurance form, applying excess of primary to the commercial general liability, general automobile liability and employer's liability insurance shall be provided with minimum limits of five million dollars ($5,000,000) per occurrence, five million dollars ($5,000,000) general aggregate, and five million dollars ($5,000,000) products/completed operations.

All required insurance coverage must be in effect no later than 12:01 AM at the start of the day of the contract and remain in effect for the duration of the contract, including any extensions. The Contractor shall require all subcontractors to comply with all of the insurance requirements described above. The Contractor is responsible for determining the amount of excess liability it will require its subcontractors to carry. The Contractor shall be responsible for obtaining Certificates of Insurance for all coverage and renewals thereof for each subcontractor prior to the subcontractor's beginning work on the Project. The Contractor shall provide copies of all subcontractor Certificates of Insurance to the University upon request. The Contractor shall provide University Procurement and Business Services, Kean University, 1000 Morris Avenue, Union, New Jersey 07083, with current Certificates of Insurance for all coverage and renewals thereof which must contain the provision that the insurance provided in the certificate shall not be canceled for any reason except after thirty (30) days written notice to the University. All insurance required herein shall contain a waiver of subrogation in favor of the University. All insurance required herein, except Workers' Compensation and Owners and Contractors Protective, shall name Kean University, the State of New Jersey, the New Jersey Economic Development Authority, and the New Jersey Educational Facilities Authority as additional insureds. Each policy of insurance shall contain an endorsement as follows: "It is understood and agreed that the Contractor's Insurance Company shall notify the University, in writing, thirty (30) days in advance of the effective date of any material change, non-renewal, reduction or cancellation of this policy." All required insurance coverage must be in effect not later than 12:01 a.m. at the start of the Contract and remain in effect for a minimum of ninety (90) days following termination or expiration of the Contract.

7. **NOTICES AND REQUIRED DOCUMENTATION.** All notices required or permitted under this Contract shall be in writing and shall be deemed delivered when delivered in person, via electronic mail, or deposited in the United States mail, postage prepaid, addressed as follows:

As to Contractor:
Name and Title of Vendor Contact in Charge of Contract
Company Name
Address Line 1
Address Line 2
Phone Number
Email of Contact

As to Kean University:
Chief Financial Officer
Kean University
1000 Morris Avenue

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Union, NJ 07083

Associate Vice President of University Procurement and Business Services
Kean University
1000 Morris Avenue
Union, NJ 07083

8. **CONTRACT TRANSITION PERIODS.** In the event the Contract is terminated either by contract expiration or by early termination by the University, it shall be incumbent upon the Contractor to continue all services hereunder until new services can become completely operational. At no time shall this continuation of services extend more than ninety (90) days beyond the expiration date of the existing Contract or any earlier termination date, unless otherwise agreed upon by the parties in writing. In the event that the Contract is extended after the expiration of the initial contract term and/or subsequent renewal term, all of the original Contract terms shall remain in effect for the extended period.

9. **SUSPENSION OR DELAY OF WORK.** The University shall have the right to defer the beginning of the work or to suspend the whole or any part of the work herein contracted to be done whenever, in the opinion of the Design Consultant or the University, it may be necessary or expedient for the University to do so. If the Contractor is delayed in the completion of the work by any act, neglect, or default of the University or the Design Consultant, or of any other Contractor employed by the University upon the work, or by changes ordered in the work, or by strikes, lockouts, fire, unusual delay by common carriers, unavoidable casualties, or any cause beyond the Contractor's control, or by any cause which the Design Consultant or University shall decide to justify the delay, then for all such delays and suspensions the Contractor shall be allowed one day additional to the time herein stated for each and every day of such delay so caused by University. No such extension shall be made for any one or more of such delays unless within five (5) business days after the beginning of such delay a written request for additional time shall be filed with the University. Apart from any extension of time, no payment or allowance for damages on account of hindrance or delay from any cause in the progress of the work, whether such delay be avoidable, will be made.

10. **DISCRETIONARY EVENTS OF DEFAULT.** Each of the following shall be an event of default under the Contract, which may, at the sole discretion of the University, constitute a basis to terminate the Contract if the Contractor fails to cure the default:

a. Failure by Contractor to comply with any provision of this Contract; or

b. Falseness or inaccuracy of any warranty or representation of Contractor contained in the Contract or in any other document submitted to the University by the Contractor; or

c. Failure by the Contractor on a persistent or repeated basis to provide enough properly skilled workers or proper materials.

11. **MANDATORY EVENTS OF DEFAULT.** Each of the following shall be an event of default under the Contract which may not be cured by the Contractor and will be mandatory grounds for termination of the Contract:

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a. A violation of federal, State, or local law by the Contractor or Contractor's senior management, directly or indirectly relating to the provision of services under the Contract, or which threatens in any way, in the sole judgment of the University, the performance of the Contract in accordance with its terms; or

b. The declaration of bankruptcy; or
c. A general assignment by the Contractor to their credits or appointment of a receiver on account of Contractor insolvency.

12. **TERMINATION FOR DEFAULT**. The University shall, by written notice of default to the Contractor, terminate the whole or any part of this Contract if the Contractor commits any act identified in the "Mandatory Events of Default" clause contained herein. In addition, the University may, by written notice of default to the Contractor, terminate the whole or any part of this Contract if the Contractor commits any act identified in the "Discretionary Events of Default" clause contained herein and if the Contractor does not cure such act of default within a period of ten (10) calendar days (or such longer period as the University may authorize in writing) after receipt of notice from the University specifying such act. The rights and remedies of the University provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

13. **TERMINATION FOR CONVENIENCE.** In addition to the University's rights to terminate this Contract for mandatory or discretionary events of default, the Contractor's performance may be terminated by the University in accordance with this clause in whole, or in part, whenever the University determines that such termination is in the best interest of the University. Any such termination shall be effected upon sixty (60) days prior written notice delivered to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. In cases of emergency, the University may shorten the period of notification and may dispense with an opportunity to respond.

After receipt of a notice of termination, and except as otherwise directed by the University, the Contractor shall: a) stop work under the Contract on the date and to the extent specified in the notice of termination; b) take no further action except as otherwise may be directed by the University; and c) terminate all orders and/or subcontracts to the extent they relate to the performance of work terminated by the notice of termination.

14. **DAMAGES FOR CONTRACT TERMINATION.** If the Contract is terminated in whole or in part due to Contractor's default, the University may procure, upon such terms and in such manner as the University may deem appropriate, items and/or services similar to those so terminated from another source. If the price paid is greater than the Contract price, the University may deduct the difference in price from any monies due the Contractor or, if no monies are due the Contractor, the difference in price shall be an obligation owed to the University by the Contractor. It shall be incumbent upon the Contractor to continue operations until relieved by a newly selected Contractor.

15. **INDEMNIFICATION.** The University is not responsible for any damages incurred to the Contractor's personal property or equipment. The Contractor shall assume all risk of and responsibility for, and agrees to defend, indemnify and hold harmless the University, the State of New

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Jersey, the New Jersey Economic Development Authority, the New Jersey Educational Facilities Authority and their respective trustees, directors, officers, employees, volunteers and agents from and against any and all claims, demands, suits, actions, recoveries, judgments, costs, and expenses (including reasonable attorneys' fees) in connection therewith on account of the loss of life, illness, property, or injury or damage to the person, body or property of any person or persons, whatsoever, which shall arise from or result directly or indirectly from: (1) the work, services or materials provided under this Contract; or (2) any failure to perform the Contractor's obligations under this Contract. The Contractor's obligations under this indemnification clause or any improper or deficient performance of the Contractor's obligations are not limited by, but are in addition to, the insurance obligations contained in this Contract. Further, the provisions of this indemnification clause shall in no way limit the obligations assumed by the Contractor under this Contract, nor shall they be construed to neither relieve the Contractor from any liability nor preclude the University from taking any other actions available to it under any other provisions of this Contract or at law. The indemnification obligations hereunder shall survive the completion or termination of this Contract.

16. **PRICING.** The University agrees to pay the Contractor in current funds for the performance of this Agreement, subject to additions and deductions as provided in the General Conditions of the Project Specifications, and to make payments on account thereof as provided in the General Conditions. The University's obligation hereunder is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the University for payment of any money shall arise unless and until funds are made available each fiscal year to the University by the Legislature. The Contractor agrees that the prices set forth in the Contractor's Bid Documents (Exhibit B) are firm for the term of the Contract. All invoices must be approved by an authorized representative of the requesting department and/or the [Dept Head, e.g. Vice President of Facilities and Campus Planning] before payment will be processed to Contractor. Invoices must be itemized.

17. **CHANGE ORDERS.** A Change Order is defined as a written order directing or authorizing a change in the scope of the work as set forth in the Project Specifications executed by the Parties. A Change Order may be executed by the Parties for the purpose of: (a) modifying the scope of the Project Specifications; (b) revising the time needed by Contractor to perform the work set forth in the Project Specifications; (c) making adjustments to the prices set forth in the Contractor's Bid Documents to reflect changes in the scope of work; or (d) revising other terms and conditions of the Contract Documents. All changes to the scope of the Project Specifications shall be performed pursuant to the terms of the Change order, including but not limited to any drawings or specifications provided as part of the Change Order.

a. The University may direct the Contractor to perform work required by the contract Documents. Such directives do not constitute a change to the scope of the work and will not result in an increase in the Contract Price or an adjustment to the Contract Time. The Contractor shall perform the work described in the Directive, even if the Contractor disputes that such Work is required by the Contract Documents.

b. The price set forth in the Contractor's Bid Documents shall not be increased unless there is a change in the Contractor's scope of work. If a price adjustment is warranted, the price adjustment shall be determined by unit prices agreed to between the Parties or a lump sum

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submitted by the Contractor, properly itemized and supported by sufficient substantiating data to permit a thorough evaluation by the University. If the Parties cannot agree to the adjustment, the cost of the change shall be determined by the reasonable direct costs in performing the work that precipitated the change, including a markup of 15% for reasonable overhead and profit. Contractor shall maintain a documented, itemized accounting evidencing the expenses and savings associated with such changes.

c. If the Parties disagree as to whether Contractor is entitled to an adjustment to the Contract Price or if there are any other disagreements over the scope of work or proposed changes to the scope of work, the Parties shall resolve the disagreement pursuant to Section 28 of this Agreement. If the Parties are unable to agree and the University directs the Contractor to perform the Work in accordance with the University's interpretations, Contractor shall perform the disputed work upon issuance by the University of a Contract Change Directive ("CCD") to the Contractor (i) directing Contractor to proceed with the Work in dispute, and (ii) specifying the University's interpretation of the work that is to be performed. If a CCD is issued, Contractor shall proceed with the work while pricing and negotiating same, unless otherwise directed by the University. Upon issuance of a CCD, Contractor shall be entitled to submit an invoice for the CCD work actually performed during the prior month in an amount up to the University's reasonable estimated direct costs to perform the work. The University agrees to pay such amounts, with the express understanding that: (i) such payment by the University does not prejudice the University's right to assert that it has no responsibility to pay for such work; (ii) Contractor shall complete one hundred percent (100%) of the work required by the CCD; and (iii) receipt of such payment by Contractor does not prejudice Contractor's risk to seek full payment of the disputed work if the University's CCD is deemed to be a change in the scope of the Work.

18. **MEETING.** The Contractor or its authorized representatives shall meet with University representatives as may from time to time be desired to discuss the provision of services to the University. The Contractor or its authorized representatives agree to cooperate at all times to maintain maximum efficiency and good public relations in the operation of the services.

19. **VENDOR ACKNOWLEDGEMENT FORM.** The Contractor acknowledges that it has fully read and executed the Vendor Acknowledgement Form attached hereto as Exhibit C and made a part hereof and agrees to abide by the statutes, rules, and regulations of the State of New Jersey applicable to all vendors doing business with any State agency. The Contractor warrants and represents that this Contract has not been solicited or secured, directly or indirectly, in a manner contrary to the law of the State of New Jersey, and in particular the provisions of N.J.S.A. 18A:64-6.1, 6.2, and 6.3. In addition, the Contractor agrees to abide by all rules and regulations of the University when on campus, including any policies, guidelines or protocols related to COVID-19.

20. **PREVAILING WAGE.** The Contractor shall also comply with the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq., and the Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48 et seq. Workers employed by the Contractor or any subcontractor in the performance of services directly on the Project must be paid prevailing wages. As required by N.J.S.A. 34:11-56.27 and 56.28, this Agreement cannot become effective until the University obtains from the New Jersey Department of Labor a determination of the prevailing wage rates applicable to the Project as of the date of the Board of Trustees Resolution Granting the Award of a Contract, dated [date of BoT resolution], and attaches a copy to this Agreement. As required by N.J.S.A. 34:11-56.27, the Contractor or any

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subcontractor may be terminated if any covered worker is not paid prevailing wages on the Project, and the Contractor and its surety shall be liable for any additional costs which result.

21. **EEO/AFFIRMATIVE ACTION.** The Contractor agrees that it does not discriminate in the hiring or promotion of any minorities, as designated by the Equal Employment Opportunity Commission of the United States of America, or the Department of Civil Rights of the State of New Jersey, and that it does not discriminate against any person or persons on the basis of race, creed, age, color, sex, national origin, sexual orientation or handicap. The Contractor further agrees to abide by all anti-discrimination laws, including but not limited to, those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A. 10:5-1, N.J.S.A. 10:5-31 through 10:5-38, and all rules and regulations issued thereunder. In addition, the Contractor agrees to complete a Mandatory Language for Professional Agreements form and a State of New Jersey Affirmative Action Employee Information Report (AA-302 form). However, if the Contractor maintains a current Letter of Federal Approval, or a current Certificate of Employee Information Report Approval as issued by the New Jersey Department of Treasury, it may be submitted in lieu of the AA-302 form indicated above. Contractor also agrees to make good faith efforts to employ minority and women workers in accordance with the targeted employment goals prescribed by N.J.A.C. 17:27-7.2 and to comply with the provisions of the Diane B. Allen Equal Pay Act, N.J.S.A. 34:11-56.14(b) and the Americans with Disabilities Act (ADA), P.L. 101-336, in accordance with 42 U.S.C. 12101 et seq.

22. **NEW JERSEY BUSINESS REGISTRATION CERTIFICATE.** The Contractor agrees that it will comply with the provisions of P.L. 2004, c. 57, which requires all businesses having been awarded a public contract by a State college or university to register with the New Jersey Department of Treasury. The Contractor shall be required to provide the University with proof of business registration in accordance with P.L. 2004, c. 57, upon the execution of this Contract.

23. **PERFORMANCE OF CONTRACT SERVICES/BUY AMERICAN.** Contractor agrees that it will comply with the provisions of N.J.S.A 52:34-13.2, which requires that all services under this Contract or any subcontract awarded under this Contract be performed within the United States of America. Contractor also agrees that it will comply with the provisions of N.J.S.A. 52:32-1, which requires that manufactured items or farm products provided under this contract to be used in a public work shall be manufactured or produced in the United States.

24. **RECORD RETENTION.** The Contractor shall maintain all documentation related to products, transactions, or services under this Contract for a period of five (5) years from the date of final payment. Such records shall be made available to the University and the New Jersey Office of the State Comptroller upon request.

25. **TAXES AND APPLICABLE LAWS.** The Contractor agrees to pay any taxes resulting from this Contract. The Contractor further agrees to abide by all applicable federal, State and local laws, ordinances and regulations in the performance of its services under the Contract, and agrees that the violation by the Contractor of such law, ordinance or regulation may be deemed by the University to be a material breach of this Contract.

26. **NEW JERSEY TORT CLAIMS ACT/AVAILABILITY OF FUNDS.** The Contractor and the University acknowledge that this Contract is subject to all of the provisions of the New Jersey

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Tort Claims Act (N.J.S.A. 59:1-1 et seq.), the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.), and the availability of appropriations. As a State entity, the University does not carry separate policies of general liability insurance. The liability of the University, the State of New Jersey, the New Jersey Economic Development Authority, and the New Jersey Educational Facilities Authority and the obligation of the University, the State of New Jersey, the New Jersey Economic Development Authority, and the New Jersey Educational Facilities Authority to be responsible for tort claims against its employees is covered solely under the terms and provisions of the New Jersey Tort Claims Act. The University's obligation hereunder is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the University for payment of any money shall arise unless and until funds are made available each fiscal year to the University by the Legislature.

27. **DISPUTES.** Any dispute arising during this Contract which is not resolved by agreement of the parties shall be decided in writing by the authorized representative of the University. This decision shall be final and conclusive unless within ten (10) calendar days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the University's Chief Financial Officer. In connection with any such appeal, the Contractor shall be offered an opportunity to be heard and present any information in support of its position. The decision by the University's Chief Financial Officer or his/her designee shall be binding upon the Contractor and the Contractor shall abide by the decision. Any action by the Contractor resulting from the University's final administrative decision shall be governed by the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.) as identified in the Governing Law clause herein.

28. **CLAIMS.** All claims by the Contractor against the University shall be governed by the following provisions:

a. General. All Claims asserted by the Contractor against the University shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:101 et seq.
b. Notice of Claim. The Contractor shall file notice of its Claim on a form provided by the University, which form shall be completed in its entirety and signed by the Contractor. Incomplete forms will be rejected and have no effect.
c. False Claims Liability. The Contractor shall be held liable and subject to all penalties and damages under the New Jersey False Claims Act, N.J.S.A. 2A:32C-1 et seq., for any false or fraudulent Claim submitted to the University.
d. Review of Claims. The administrative process for review of Claims is sequential in nature and mandatory. The University's Claims procedure is composed of the following steps:
    i. Step One: Review by the University
    ii. Step Two: Non-Binding Mediation

    Completion of the two (2) steps of Claims review is a mandatory prerequisite to the initiation of litigation by either Party.
e. Compliance with Claim Review Procedure. Each Claim will begin its review at Step One. A Claim will not proceed to the next step unless the Contractor submits a written objection to the prior step and requests that its Claim proceeds to the next step. If at any step in the process a Claim is resolved, Contractor must sign a full and final release as to any and all matters arising from the Claim.

29. **GOVERNING LAW AND JURISDICTION.** This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey, including without limitation, the New

Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.). The parties agree that pursuant to the New Jersey Contractual Liability Act, venue and jurisdiction regarding any matter pertaining to this Agreement shall be in the Superior Court of New Jersey, Law Division, Union County, and consent to same. The parties waive any claim to a venue or jurisdiction different from the foregoing.

18. **INDEPENDENT CONTRACTOR**. Both the Contractor and the University are independent contractors. It is not intended that an employer/employee, joint venture, or partnership agreement be established hereby expressly or by implication between the Contractor and University. Rather, in discharging all duties and obligations hereunder, the Contractor shall at all times be in and remain an independent contractor relationship with the University.

It is further acknowledged that Consultant shall not have a claim under this Agreement or otherwise against Kean for salary, other compensation, health benefits, vacation pay, sick leave, workers compensation, retirement benefits or employee benefits of any other kind. Consultant is engaged as an independent contractor and not as an employee, agent, partner, joint venturer, or representative of Kean. Neither party shall hold itself out as having authority to bind the other, and neither party shall have the authority to incur obligations on behalf of the other except as expressly authorized in writing. Consultant certifies that he/she is customarily engaged in an independently established trade, occupation, profession, or business of the same nature as the services provided under this Agreement. Consultant shall promptly notify Kean of any change in circumstances that may affect Consultant's independent contractor status, including any change in Consultant's independent business operations.

Neither the Contractor nor the University is authorized or permitted to act as an agent or employee of the other. Nothing in this Contract shall in any way alter the freedom enjoyed by either the Contractor or the University, nor shall it in any way alter the control of the management, operation, and affairs of either Contractor or University, it being the intent of this Contract that the Contractor and the University shall maintain separate and independent management, and each has full, unrestricted authority and responsibility regarding its organization and structure.

30. **ASSIGNMENT.** This Contract, or any part thereof, shall not be subcontracted or assigned by the Contractor, without the specific prior written consent of the University. Any attempted assignment without such prior written permission shall be null and void.

31. **BINDING EFFECT.** This Contract is to be binding upon the University, its successor or successors, and upon the Contractor, its successor or successors.

32. **ENTIRE AGREEMENT.** This Contract is the entire understanding and agreement between the University and the Contractor relating to the subject matter herein, and neither party has entered into this Contract in reliance on promises, representations, agreements, warranties or understandings except as expressly stated in this Contract.

33. **AMENDMENT.** This Contract may be amended only by a writing executed by both parties.

34. **SEVERABILITY.** If any material provision herein is held invalid or unenforceable, this Contract shall be terminated unless the parties agree to a new provision or terms within thirty (30) days.

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35. **COUNTERPARTS.** This Contract may be executed in counterparts, each of which shall be deemed as an original, but all of which together shall constitute one and the same Contract. The parties' execution and delivery of this Contract by facsimile, email, or electronic copies shall have the same force and effect as execution and delivery of an original.

36. **PDF SIGNATURES.** Signatures to this Contract transmitted by electronic mail in "portable document format" (".pdf") form, or by any other electronic means, intended to preserve the original graphic and pictorial appearance of a document will have the same effect as physical delivery of the paper document bearing the original signatures.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives in three (3) counterparts, each of which shall be deemed an original on the year and day first above written.

KEAN UNIVERSITY

BY: _____
Edie DelVecchio, Associate Vice President
University Procurement and Business Services

[AWARDED VENDOR'S LEGAL BUSINESS NAME]

BY: _____
Name, Title of Vendor Contact

FOR PREVAILING WAGE RATES FOR THIS PROJECT, PLEASE CLICK ON THE FOLLOWING LINK:

https://lwdwebpt.dol.state.nj.us/archivewages/336092851-union-12-2-22.pdf

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EXHIBIT A

KEAN UNIVERSITY
INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS
[NAME OF PROJECT]
Bid No. [_____]
dated [_____]
as amended by
Addendum No. 1
dated [_____]

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EXHIBIT B

CONTRACTOR'S RESPONSE TO PROJECT SPECIFICATIONS DATED [_____]

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EXHIBIT C

EXECUTED COPY OF EXHIBIT C: VENDOR ACKNOWLEDGEMENT FORM EXECUTED BY THE CONTRACTOR, APPENDIX 1 - CODE OF ETHICS AND BUSINESS ETHICS GUIDE, AND CERTIFICATION BY CONTRACTOR

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Vendor Acknowledgement Form

The vendor, [VENDOR'S LEGAL BUSINESS NAME], has fully read and understands the following requirements including Exhibit A attached herein and agrees to abide by the statutes, rules, and regulations of the State of New Jersey applicable to all vendors doing business with any State agency.

1. **New Jersey Business Registration Certificate.** Vendor agrees that it will comply with the provisions of P.L. 2004, c. 57, which requires all businesses awarded a public contract by a State college or university to register with the New Jersey Department of Treasury. Consultant shall be required to provide Kean University with proof of business registration in accordance with P.L. 2004, c. 57, upon the execution of this Agreement.

2. **EEO/Affirmative Action.** Vendor agrees that it does not discriminate in the hiring or promotion of any minorities, as designated by the Equal Employment Opportunity Commission of the United States of America, or the Department of Civil Rights of the State of New Jersey, and that it does not discriminate against any person or persons on the bases of race, creed, age, color, sex, national origin or handicap. In addition, vendor agrees to complete a Mandatory Language for Professional Agreements form and a State of New Jersey Affirmative Action Employee Information Report (AA-302 form). However, if vendor maintains a current Letter of Federal Approval, or a current Certificate of Employee Information Report approval as issued by the New Jersey Department of Treasury, it may be submitted in lieu of the AA-302 form indicated above.

3. **Standards Prohibiting Conflicts of Interest.** The following prohibitions on vendor activities shall apply to all contracts or purchase agreements made with the State of New Jersey, pursuant to Executive Order No.189 (1988):

   3.1 No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b. and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13d-13i., of any such officer or employee, or partnership, firm or corporation, with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13d-13g.

   3.2 The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.

   3.3 No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee having any duties or responsibilities thereof, or

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with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13d-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actual or appearance of a conflict of interest.

3.4 No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner.

3.5 No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.

3.6 The provisions cited above in paragraph 3.1 through 3.5 shall not be construed to prohibit a State officer or employee or Special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 3.3.

3.7 In addition, vendor shall comply with the provisions of the Conflicts of Interest Law, N.J.S.A. 52:13D-12 to -28 and agrees to be bound by the provisions of the Vendor's Code of Ethics and Business Ethics Guide, copies of which are collectively incorporated into this Agreement and annexed hereto as APPENDIX 1. Further, vendor shall execute a certification indicating compliance with the Vendor's Code of Ethics and Business Ethics Guide.

4. **Compliance with Public Law 2005, Chapter 51.** Vendor agrees that it will comply with the provisions of Public Law 2005, Chapter 51 (N.J.S.A. 19:44A-20.13-20.25, superseding Executive Order 134 (2004)), which requires all businesses having been awarded a State contract to submit a Public Law 2005, Chapter 51 Certification and Disclosure of Political Contributions. In addition, Vendor is under a continuing duty to disclose during the time of this Agreement all contributions made during the term of this Agreement covered under Public Law 2005, Chapter 51. Towards satisfying that duty, Vendor shall submit the Continuing Disclosure of Political Contributions when required under Public Law 2005, Chapter 51. Failure to comply with any of the requirements of Public Law 2005, Chapter 51 may result in the termination of this Agreement for the reasons set forth in Public Law 2005, Chapter 51. Additional information about this requirement is available at http://elec.state.nj.us.

5. **Compliance with Public Law 2005, Chapter 271.** If a contract is in excess of $17,500, the Vendor must comply with P.L. 2005 c. 271, by completing and submitting the required Chapter 271 Political Contribution Disclosure Forms before the effective date of the contract. Failure to comply with this political contribution disclosure requirement may result in the cancellation of the contract and/or the imposition of financial penalties by the New Jersey Election Law Enforcement Commission ("ELEC"). Additional information about this requirement is available from ELEC at 888-313-3532 or at http://elec.state.nj.us.

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The Vendor is further advised of its responsibility to file annual disclosure statements on political contributions with ELEC pursuant to P.L. 2005 c. 271 section 3 if the Vendor receives contracts in excess of $50,000 from public entities in a calendar year. It is the Vendor's responsibility to determine if this filing is necessary. Failure to file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at http://elec.state.nj.us.

6. **Compliance with MacBride Principles and Northern Ireland Act of 1989.** Vendor certifies, in accordance with N.J.S.A. 52:34-12.2, that it has no business operations in Northern Ireland or it will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5, and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

7. **Disclosure of Investment Activities in Iran.** Vendor certifies, in accordance with N.J.S.A. 52:32-57 and The Comprehensive Iran Sanctions, Accountability, and Divestment Act of 2010, that it is not identified on the list created by the Department of the Treasury pursuant to N.J.S.A. 52:32-57(b) as a person or entity that has been determined to engage investment activities in Iran, as described in N.J.S.A. 52:32-56(f). If the Vendor fails to certify or is listed on such list, the Vendor shall be ineligible to enter into a contract with Kean University for goods or services. If the Vendor is unable to make such certification because it or one of its parents, subsidiaries or affiliates has engaged in one or more of the activities specified in the Act, the Vendor shall provide to Kean University prior to the deadline for delivery of such certification, a detailed and precise description of such activities, such description to be provided under penalty of perjury. Any such certifications or disclosures shall be disclosed to the public in accordance with the requirements of N.J.S.A. 52:32-58(d).

8. **Disclosure of Investigations and Other Actions.** Vendor certifies that no Officers/Directors of the Vendor: (1) have ever been arrested, charged, indicted, or convicted in a criminal or disorderly persons matter by the State of New Jersey (or political subdivision thereof), or by any other state or the U.S. Government; (2) have ever been suspended, debarred or otherwise declared ineligible by any government agency from bidding or contracting to provide services, labor, material or supplies; or (3) have been denied any license, permit or similar authorization required to engage in the work contracted for herein, or have had such license, permit or similar authorization revoked by any federal, state or local government. Vendor further certifies that there are no pending criminal matters or debarment proceedings in which Vendor and/or its officers and/or managers are involved. If Vendor is unable to make any of the certifications set forth herein, then the Vendor shall provide a detailed description of any investigation or litigation, including but not limited to administrative complaints or other administrative proceedings, involving public sector clients during the past five (5) years. Such description must include the nature and status of the investigation, and for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and if applicable, disposition. Vendor acknowledges that it is under a continuing obligation from the date hereof through the completion of any contract(s) with Kean University to notify Kean University in writing of any changes to the information contained herein.

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9. **Set-Off for State Tax Notice.** Pursuant to N.J.S.A. 54:49-19, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's or shareholder's share of the payment due the taxpayer, partnership, or S corporation. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this act. The Director of the Division of Taxation shall give notice to the set-off to the taxpayer and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established under R.S. 54:49-18. No requests for conference, protest, or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c.184 (c.52:32-32 et seq.), to the taxpayer shall be stayed.

10. **Warranty of No Solicitation on Commission or Contingent Fee Basis.** The contractor warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business. If a breach or violation of this section occurs, the State shall have the right to terminate the contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

11. **Diane B. Allen Equal Pay Act.** Pursuant to N.J.S.A. 34:11-56.14(b), any employer, regardless of the location of the employer, who enters into a contract with a public body to provide any qualifying services to the public body shall provide a report to the Commissioner of the New Jersey Department of Labor and Workforce Development, in a form issued by regulation promulgated by the Commissioner, of information regarding the compensation and hours worked by employees categorized by gender, race, ethnicity, and job category. Data regarding compensation and hours worked by employees shall be reported in the form of pay bands to be established by regulation promulgated by the Commissioner. The Commissioner may establish a standard presumption for the number of hours worked by a full-time employee or by a part-time employee for whom an employer does not track actual hours worked. An employer shall provide a report for each establishment of the employer. The Commissioner shall retain the information provided by the employer during any period of time that one or more contracts are in effect between the employer and any public body and not less than five years after the end of that period. The retained employment information shall be made available by the Commissioner to the Division on Civil Rights in the Department of Law and Public Safety, and, upon request, provided to anyone who is or was an employee of the employer during the period of any of the contracts between the employer and any public body, or any authorized representative of the employee.

12. **Certification of Non-Involvement in Prohibited Activities in Russia or Belarus.** Vendor certifies, in accordance with N.J.S.A. 52:32-60.1 et seq., that it is not identified on the Office of Foreign Assets

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Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: https://sanctionssearch.ofac.treas.gov/. If the Vendor fails to certify or is listed on such list, the Vendor shall be ineligible to enter into a contract with Kean University for goods or services. If the Vendor is unable to make such certification because it is currently engaged in activity related to Russia and/or Belarus, but is doing so consistent with federal law and/or regulation and/or license, the Vendor shall provide to Kean University prior to the deadline for delivery of such certification, a detailed and precise description of such activities, such description to be provided under penalty of perjury. Any such certifications or disclosures shall be disclosed to the public in accordance with the requirements of N.J.S.A. 52:32-60.1(c). If a vendor makes a certification in violation of N.J.S.A. 52:32-60.1 et seq., the Department of Treasury shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

13. **Document Retention.** Vendor shall maintain all documentation related to products, transactions, or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

14. **Prevailing Wage.** The New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq. is hereby made a part of every contract entered into by the University, except those contracts that are not within the scope of the Act. To the extent applicable, Vendor must comply with the New Jersey Prevailing Wage Act and the regulations promulgated thereunder. Vendor certifies that neither it nor any subcontractor employed to perform the work has been suspended or debarred by the Commissioner of the Department of Labor for violation of the Prevailing Wage Act. Vendor shall regularly consult the New Jersey Department of Labor & Workforce Development's website at https://www.nj.gov/labor/wageandhour/prevailing-rates/.

15. **Performance of Contract Services/Buy American.** Vendor agrees that it will comply with the provisions of N.J.S.A. 52:34-13.2, which requires that all services under this contract or any subcontract awarded under this contract be performed within the United States of America. Vendor also agrees that it will comply with the provisions of N.J.S.A. 52:32-1, which requires that manufactured items or farm products provided under this contract to be used in a public work shall be manufactured or produced in the United States.

16. **Full Authority.** Vendor represents and warrants that it has full power and authority to perform its obligations and to supply all products and services contained in the Purchase Order. Vendor further agrees to comply with the terms of such contract and to supply the University with a Certificate of Insurance if required therein prior to commencement of services.

    The undersigned vendor hereby acknowledges and agrees to comply with all the statutes, rules and regulations included herein.

    Signature: _____

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Date: _____

Name: _____

Title: _____

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APPENDIX 1
Code of Ethics

Business Ethics Guide

This Guide is designed to help private sector vendors and other entities familiarize themselves with some key parts of the New Jersey ethics standards as they apply to NJ State Employees. The Guide sets out basic principles to guide all employees, officers, and directors of companies transacting business with the State of New Jersey. To view the State of NJ Business Ethics Guide visit https://www.state.nj.us/treasury/purchase/pdf/BusinessEthicsGuide.pdf.

Policy Prohibiting Discrimination In The Workplace.

The State of New Jersey's Policy Prohibiting Discrimination in the Workplace is provided here for all vendors, potential bidders, and State contractors. It is the State's expectation that all State employees will be treated according to this policy, and that all State employees will treat vendor personnel in accordance with this policy. At the end of the policy, the procedures are included for State personnel to file a complaint alleging the occurrence of discrimination in the workplace. To view the New Jersey State Policy Prohibiting Discrimination In The Workplace policy visit https://www.state.nj.us/treasury/purchase/pdf/DiscriminationPolicyProcedures.pdf

Gratuities To State Employees Prohibited.

State statute (N.J.S.A. 52:34-19) stipulates that absolutely no fees, compensation, commissions, gifts, favors, or entertainment of any kind may be offered to or accepted by any State employee in the Department of the Treasury or in any agency connected directly or indirectly with the purchase or acquisition of commodities or services.

This State statute is intended to prevent a conflict of interest or the appearance of a conflict. The consequences of violation of the statute can be severe. Disciplinary action and/or dismissal may result for the employee, and debarment or suspension from future contract opportunities as well as cancellation of any open contract or purchase order may result for the vendor.

Standards Prohibiting Conflicts of Interest.

The following prohibitions on vendor activities applies to all contracts or purchase agreements made with the State of New Jersey.

1.1. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b. and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or any partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.

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1.2. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.

1.3. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

1.4. No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.

1.5. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, official position to secure unwarranted privileges advantages for the vendor or any other person.

The provisions cited above in paragraph 1.1 through 1.5 shall not be construed to prohibit a State officer or employee or special State officer or employee from receiving gifts from vendors under the same terms and conditions as are offered or made available to members of the general public, subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 3.3 above.

Business Ethics Guide.

INTRODUCTION AND GUIDING PRINCIPLES.

As the standard of procurement transactions is to ensure a level playing field for all parties, this Business Ethics Guide ("Guide") covers a wide range of business practices and procedures to guide all employees, officers, and directors transacting or seeking to transact business with the State of New Jersey. All company employees, officers, and directors must respect and obey the laws and regulations of the agencies with which they operate. Contracting parties will be required to certify that they have complied, and will continue to comply, with all applicable laws and regulations governing the provision of State services, including the Conflicts of Interest Law, N.J.S.A. 52:13D-12 to -28.

Although the applicable provisions of law are detailed, you will have no difficulty following them, if you follow these simple, guiding principles:

- You may not profit from a conflict of interest on the part of a State employee.

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- You may not "wine and dine" State employees.
- You may not pay a State employee anything for the performance of his or her official duties.
- You may not make political contributions that contravene State Pay-to-Play laws. A condition of contract award is vendor compliance with the requirements of P.L. 2005, c.51 (N.J.S.A. 19:44A-20.13-20.25).
- You may not profit, directly or indirectly, from the use of any secret or confidential knowledge or data of the State that a State employee has willfully disclosed.
- You should report any illegal or unethical behavior or any violation of the State's ethics and business codes to the State Ethics Commission, by calling the anonymous "Hot Line" established for this purpose.

This Guide reflects current Conflicts Law. It will be supplemented appropriately to reflect subsequent legislative changes; however, you are responsible for knowing and understanding the current law.

OVERVIEW AND RULES OF CONDUCT.

This Guide is designed to help private sector vendors and other entities familiarize themselves with some key parts of the New Jersey ethics standards as they apply to employees of the Executive Branch of State Government. If you do business with the Executive Branch, are regulated or licensed by, receive grants from, or lobby State agencies, or if you are considering hiring current and former State employees, this Guide is for you.

This Guide is not meant to serve as formal advice or as a substitute for legal counsel. It provides general information only and does not have the force and effect of law. It does not replace any actual laws or rules, and it does not address every ethical restriction contained in the laws and rules it summarizes. It does not cover the requirements contained in any particular agency's ethics code. Ethical issues may also be addressed in procurement, personnel, and travel rules, as well as in open meetings, open records, and criminal laws. In addition, members of particular professions (e.g., lawyers and accountants) are subject to their own codes of professional responsibility.

In this Guide, we use the term **"*State employee*"** to refer to State officers and employees and special State officers and employees who are subject to the ethics laws and rules discussed in this Guide. As a practical matter, virtually all employees and appointees in the Executive Branch of New Jersey State Government are "State employees."

GENERAL STANDARDS.

As a private sector entity dealing with State agencies, you must not:

- induce or attempt to induce any State employee to violate the New Jersey Conflicts of Interest Law, N.J.S.A. 52:13D-12 to -28, or any code of ethics promulgated thereunder;
- influence, or attempt to influence or cause to be influenced, any State employee in his or her official capacity in any manner which might tend to impair his or her objectivity or independence of judgment;
- cause or influence, or attempt to cause or influence, any State employee to use, or to attempt to use, his or her official position to secure unwarranted privileges or advantages for you or any other person or entity; or

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- undertake, directly or indirectly, any private business or commercial or entrepreneurial relationship with, or sell any interest in your business to:
    - a State employee who has any duties or responsibilities in connection with the purchase, acquisition, or sale of any property or services by or to any State agency; or
    - any person, firm, or entity with which that State employee is employed or associated, or in which he or she has an interest.

A State employee may apply to the Commission for a waiver of this particular restriction, and the Commission may grant the waiver if it finds that the relationship does not present a potential, actual, or appearance of a conflict of interest. If you enter into a business relationship that contravenes this rule, you must promptly report it in writing to the Commission.

CONSULTANTS.

Consultants may be used in a variety of ways. Consultants may take on an advisory role and assist State agencies in the development of a scope of work that may form the basis of a Bid Solicitation/RFP. Consultants may also be asked to serve as non-voting technical advisors on an Evaluation Committee once an RFP has been completed and proposals have been received from interested Bidders. While Consultants provide valuable expertise, certain steps must be taken in each of these scenarios to avoid the appearance of impropriety and to protect the integrity of the procurement process.

Consultants can provide State agencies with expert assistance in the development of complex technical scopes of work to be used as the basis of an RFP or other solicitation. However, State agencies must be mindful that while consultants may assist in scope of work development, it is ultimately the responsibility of the State agency to develop and deliver the scope of work. Further, any materials developed by a Consultant during the course of its work remain the property of the State and cannot be distributed to any outside party. Consultants engaged by State agencies for purposes of assisting in RFP development may be required to execute a confidentiality agreement prior to the commencement of work. In addition, Consultants and any parent, subsidiary, or affiliate companies, cannot submit a response to an RFP that the Consultant was hired to help develop.

Consultants may assist State agencies in the evaluation of proposals received in response to complex and technical RFPs. In order for a Consultant to be approved to participate in the evaluation process, both the firm as a whole and the individual intending to take part in the evaluation process must be reviewed and approved by the State agency's Business Ethics Officer. Once approved, Consultants can take part in the evaluation process as a non-voting technical advisor only. Further, any materials developed by a Consultant during the course of its work remain the property of the State and cannot be distributed to any outside party. Consultants engaged by State agencies for purposes of assisting in RFP evaluation may be required to execute a confidentiality agreement prior to the commencement of work.

GIFTS, FAVORS, SERVICES AND OTHER THINGS OF VALUE.

Do not pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, honorarium or other thing of value of any kind to:

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- any State employee or any member of his or her immediate family (i.e., a spouse, child, parent, or sibling residing in the same household as the employee); or
- any partnership, firm, or corporation with which the State employee is employed or associated, or in which he or she has an interest. Some things of value are obvious, such as money, stock, debt forgiveness, real estate, or automobiles. But less obvious things also have value, including offers of employment, loans, labor, rebates, price discounts, entertainment, or meals.

The effect of this standard is that you must not send holiday gifts, office-warming gifts, tokens of appreciation, or other things of value to State employees or State agencies. In addition, it is improper to invite State employees to meals, parties, sporting events, theatrical performances, and similar social functions.

A State employee can accept a gift from you or contract with you under the same terms and conditions that you offer or make available to members of the general public or to a large class of recipients, provided that the gift or contract does not violate any other Commission guidelines or a particular agency's ethics code. For example, State employees can take advantage of cell phone rate packages offered to "all public employees" and government rates offered by hotel chains. State employees can also accept nonalcoholic beverages and snack items (e.g., coffee, doughnuts, and cookies) at meetings or site visits, but they cannot accept meals.

If any State employee solicits you for a fee, commission, compensation, gift, gratuity, or other thing of value, you are required to report the occurrence promptly, in writing, to the Attorney General and to the Commission at ethics@ethics.nj.gov.

State employees may accept payment or reimbursement for travel expenses from a private sector entity under very limited circumstances. In each case, the employee must secure prior approval from his or her agency. The rules governing travel expenses, N.J.A.C. 19:61-6.1 et seq., are available at http://www.nj.gov/ethics/statues/rules.

EMPLOYMENT OFFERS.

- Current State Employees: If you offer a job to a State employee, be aware that job negotiations create a financial interest for that employee. As such, the employee will no longer be able to act in the State's interest concerning your company. Please also note that State employees must secure prior approval for secondary employment. Depending on your relationship with the employee's agency, your employment offer may be disapproved, and the State employee could be screened from taking any official action with respect to your contracts, applications, or matters in the future.

- Former State Employees: After leaving State service, State employees are under a lifetime ban against the use or provision of information not generally available to the public acquired during their State employment. Further, former State employees are prohibited from representing or assisting a person concerning a particular matter if they were substantially and directly involved in that particular matter while in State employment. There is also a one-year ban prohibiting certain high ranking officials from involvement with any matter involving the former State

agency in which he/she served. For more information, see "Post-Employment Restrictions for State Employees," at http://www.state.nj.us/ethics/faqs/#12.

- Casino-Related and Medical Cannabis Entity Restrictions: The Conflicts of Interest Law contains restrictions on the employment of current State employees, their immediate family members, and former State employees and their immediate family members, by holders of and applicants for casino licenses, a medical cannabis entity or a personal use cannabis entity. However, there are statutory provisions that permit waivers of some of these restrictions by the State Ethics Commission. In addition, there are restrictions on benefits that can be passed to State employees by holders of and applicants for casino licenses, a medical cannabis entity or a personal use cannabis entity. Questions about these restrictions should be addressed to the Commission, at P.O. Box 082, Trenton, New Jersey, 08625-0082, or at ethics@ethics.state.nj.us.

PENALTIES.

The State Ethics Commission has the authority to impose penalties on private sector entities and individuals, and it can refer such cases to appropriate agencies when a violation is punishable by law. Violations of some of the above-described standards can result in the violator's criminal prosecution, and/or suspension, disqualification, or debarment from doing business with any State agency.

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CERTIFICATION BY CONTRACTOR

COMPLIANCE WITH BUSINESS ETHICS GUIDE

I certify that as the vendor submitting this bid and the vendor being awarded the Contract that [VENDOR'S LEGAL BUSINESS NAME] is in compliance with the Business Ethics Guide set forth on the Division of Purchase and Property website at https://www.state.nj.us/treasury/purchase/ethics.shtml and that [VENDOR'S LEGAL BUSINESS NAME] shall comply with the Business Ethics Guide during the term of the Contract. I certify that to best of my knowledge and belief the foregoing statements by me are true. I am aware that if any of the foregoing statements by me are willfully false, I am subject to punishment.

[VENDOR'S LEGAL BUSINESS NAME]

_____

Signature of Authorized Representative

Dated as of: [Date of Notice of Award]

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Last Updated: October 23, 2026

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AIA® Document C132® – 2019

Standard Form of Agreement Between Owner and Construction Manager as Adviser

AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month and year.)

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

« »« »
« »
« »
« »

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

« »« »
« »
« »
« »

for the following Project:
(Name, location, and detailed description)

« »
« »
« »

The Architect:
(Name, legal status, address, and other information)

« »« »
« »
« »
« »

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

« »

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

« »

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

« »

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

« »

.2 Construction commencement date:

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« »

.3 Substantial Completion date or dates:

« »

.4 Other milestone dates:

« »

§ 1.1.5 The Owner intends the following procurement method for the Project:
(Identify method such as competitive bid or negotiated contract.)

« »

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction are set forth below:
(Identify any requirements for fast-track scheduling or phased construction and, if applicable, list number and type of bid/procurement packages.)

« »

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

« »

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E235–2019 is incorporated into this Agreement, the Owner and Construction Manager shall incorporate the completed E235–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

« »

§ 1.1.9 The Owner identifies the following representative in accordance with Section 5.5:
(List name, address, and other contact information.)

« »
« »
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« »

§ 1.1.10 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address, and other contact information.)

« »

§ 1.1.11 The Owner shall retain the following consultants and Contractors:

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(List name, legal status, address, and other contact information.)

.1 Land Surveyor:

« »« »
« »
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.2 Geotechnical Engineer:

« »« »
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.3 Civil Engineer:

« »« »
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« »
« »

.4 Contractors, as defined in Section 1.4:

« »

.5 Separate Contractors, as defined in Section 1.4:

« »

.6 Other, if any:
(List any other consultants retained by the Owner.)

« »

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Section 2.5:
(List name, address, and other contact information.)

« »
« »
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§ 1.1.13 The Construction Manager's staffing plan as required under Section 3.3.3 shall include:
(List any specific requirements and personnel to be included in the staffing plan, if known.)

« »

§ 1.1.14 The Construction Manager's consultants retained under Basic Services, if any:
(List name, legal status, address, and other contact information of any consultants.)

« »

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§ 1.1.15 The Construction Manager's consultants retained under Supplemental Services:

« »

§ 1.1.16 Other Initial Information on which this Agreement is based:

« »

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Construction Manager's services, schedule for the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 1.4 The term "Contractors" refers to persons or entities who perform Work under contracts with the Owner that are administered by the Construction Manager and Architect. The term "Contractors" is used to refer to such persons or entities, whether singular or plural. The term does not include the Owner's own forces, or Separate Contractors, which are persons or entities who perform construction under separate contracts with the Owner not administered by the Construction Manager and Architect.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

§ 2.1 The Construction Manager shall provide the services as set forth in this Agreement.

§ 2.2 The Construction Manager shall perform its services consistent with the skill and care ordinarily provided by construction managers practicing in the same or similar locality under the same or similar circumstances. The Construction Manager shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project.

§ 2.3 The Construction Manager shall provide its services in conjunction with the services of an Architect. The Construction Manager shall not be responsible for actions taken by the Architect.

§ 2.4 The Construction Manager shall coordinate its services with those services provided by the Owner, the Architect, the Contractors, and the Owner's other consultants and Separate Contractors. The Construction Manager shall be entitled to rely on, and shall not be responsible for, the accuracy and completeness of services and information furnished by the Owner, the Architect, and the Owner's other consultants and Separate Contractors. The Construction Manager shall provide prompt written notice to the Owner if the Construction Manager becomes aware of any error, omission, or inconsistency in such services or information.

§ 2.5 The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.6 The Construction Manager, as soon as practicable after execution of the Agreement, shall notify the Owner in writing of the names and qualifications of its proposed key staff members. Within 14 days of receipt of the names and qualifications of the Construction Manager's proposed key staff members, the Owner may reply to the Construction Manager in writing, stating (1) whether the Owner has reasonable objection to a proposed key staff member or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection. The Construction Manager shall not staff any employees on

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the Project to whom the Owner has made reasonable and timely objection. The Construction Manager shall not change its key staff members without the Owner's consent, which shall not be unreasonably withheld or delayed.

§ 2.7 Except with the Owner's knowledge and consent, the Construction Manager shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Construction Manager's judgment with respect to this Project.

§ 2.8 The Construction Manager shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Construction Manager normally maintains, the Owner shall pay the Construction Manager as set forth in section 11.7.

§ 2.8.1 Commercial General Liability with policy limits of not less than « » ($ « ») for each occurrence and « » ($ « ») in the aggregate for bodily injury and property damage.

§ 2.8.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than « » ($ « ») per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.8.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.8.1 and 2.8.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.8.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than « » ($ « ») each accident, « » ($ « ») each employee, and « » ($ « ») policy limit.

§ 2.8.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than « » ($ « ») per claim and « » ($ « ») in the aggregate.

§ 2.8.6 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.8.7 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.8.

§ 2.9 The Construction Manager shall assist the Owner, Architect, and other Project participants in establishing written protocols for the development, use, transmission, reliance, and exchange of digital data, including building information models for the Project.

§ 2.10 A centralized electronic document management system will be used on the Project, and the Construction Manager shall be responsible for managing and maintaining the centralized electronic document management system. The centralized electronic document management system shall include the following:
(*List any items that are to be included in the centralized electronic management system.)*

« »

§ 2.11 The Construction Manager shall retain all Project related documents and information it receives, and the Owner and Architect shall have access to the documents and information. The Construction Manager shall transmit the documents and information to the Owner at final completion.

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ARTICLE 3 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES

§ 3.1 Definition

The Construction Manager's Basic Services consist of those described in this Article 3, and include usual and customary Preconstruction and Construction Phase Services. Services not set forth in this Article 3 are Supplemental or Additional Services. The Owner, Construction Manager, and Contractors may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently.

§ 3.2 Preconstruction Phase

§ 3.2.1 The Construction Manager shall review the program furnished by the Owner and any evaluation of the Owner's program provided by the Architect, to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner and Architect.

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

§ 3.2.3 The Construction Manager shall prepare, and deliver to the Owner, for the Owner's approval, a written Construction Management Plan that includes, at a minimum, the following: (1) preliminary evaluations required in Section 3.2.2, (2) a Project schedule, (3) cost estimates, (4) recommendations for Project delivery method, and (5) Contractors' scopes of Work. The Construction Manager shall periodically update the Construction Management Plan, for the Owner's approval, over the course of the Project.

§ 3.2.4 The Construction Manager shall prepare and periodically update the Project schedule included in the Construction Management Plan for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and highlight items that affect the Project's timely completion.

§ 3.2.5 The Construction Manager shall update the Project schedule to include the components of the Work, including phasing of construction, times of commencement and completion required of each Contractor, ordering and delivery of products, including those that must be ordered in advance of construction, obtaining the required reviews and approvals of authorities having jurisdiction over the Project, and the occupancy requirements of the Owner.

§ 3.2.6 Based on the preliminary design and information prepared or provided by the Architect and other Owner consultants, the Construction Manager shall prepare, for the Architect's review and Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques, including the establishment of sufficient contingency to reasonably anticipate the development of the Project's design documents.

§ 3.2.7 The Construction Manager shall review design documents during their development and advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; sequencing for phased construction; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 3.2.8 The Construction Manager shall review recommendations for systems, materials, or equipment for the impact upon cost, schedule, sequencing, constructability, and coordination among the Contractors. The Construction Manager shall discuss its findings with the Owner and the Architect, and coordinate resolution, as necessary, of any such impacts.

§ 3.2.9 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and

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refinement. The Construction Manager shall include in the estimate those costs to allow for further development of the design, bidding or negotiating, price escalation, and market conditions. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.2.10 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations whenever the Construction Manager determines that the design, or details, adversely affect cost, scope, schedule, constructability, or quality of the Project.

§ 3.2.11 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding the assignment of responsibilities for temporary Project facilities and equipment, materials and services for common use of the Contractors. The Construction Manager shall verify that such requirements and assignment of responsibilities are included in the proposed Contract Documents.

§ 3.2.12 The Construction Manager shall provide recommendations and information to the Owner regarding the allocation of responsibilities for safety programs among the Contractors.

§ 3.2.13 The Construction Manager shall provide recommendations to the Owner on the division of the Project into individual contracts for the construction of various categories of Work, including the method to be used for selecting Contractors and awarding Contracts for Construction. The Construction Manager shall review the Drawings and Specifications and make recommendations as required to provide that (1) the Work of the Contractors is coordinated, (2) all requirements for the Project are assigned to the appropriate Contract, (3) the likelihood of jurisdictional disputes is minimized, and (4) proper coordination is provided for phased construction.

§ 3.2.14 The Construction Manager shall make recommendations about, and coordinate the ordering and delivery of, materials in support of the schedule, including those that must be ordered in advance of construction.

§ 3.2.15 The Construction Manager shall assist the Owner in selecting, retaining, and coordinating the professional services of surveyors, geotechnical engineers, special consultants, and construction materials testing required for the Project.

§ 3.2.16 The Construction Manager shall provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. The Construction Manager shall make recommendations for actions designed to minimize adverse effects of labor shortages.

§ 3.2.17 The Construction Manager shall assist the Owner in obtaining information regarding applicable requirements for equal employment opportunity programs, and other programs as may be required by governmental and quasi- governmental authorities for inclusion in the Contract Documents.

§ 3.2.18 Following the Owner's approval of the Drawings and Specifications, the Construction Manager shall update and submit the latest estimate of the Cost of the Work and the Project schedule for the Architect's review and the Owner's approval.

§ 3.2.19 The Construction Manager, in consultation with the Owner, shall develop bidders' interest in the Project and establish bidding schedules. The Construction Manager shall assist the Owner and the Architect with the development of the Bidding Documents, which consist of bidding requirements and proposed Contract Documents. The Construction Manager, with the assistance of the Architect, shall issue Bidding Documents to bidders and conduct pre-bid conferences with prospective bidders. The Construction Manager shall issue the current Project schedule with each set of Bidding Documents. The Construction Manager shall assist the Architect with regard to questions from bidders and with the issuance of addenda.

§ 3.2.20 The Construction Manager shall submit a list of prospective bidders for the Architect's review and the Owner's approval.

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§ 3.2.21 The Construction Manager, with the assistance of the Architect, shall review bids, and prepare bid analyses, and make recommendations to the Owner for the Owner's award of Contracts for Construction or rejection of bids.

§ 3.2.22 The Construction Manager, with the assistance of the Architect, shall assist the Owner in preparing Contracts for Construction. The Construction Manager shall advise the Owner on the acceptability of Subcontractors and material suppliers proposed by Contractors.

§ 3.2.23 The Construction Manager shall assist the Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the Contractors. The Construction Manager shall verify that the Owner has paid applicable fees and assessments. The Construction Manager shall assist the Owner and Architect in connection with the Owner's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.

§ 3.2.24 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement.

§ 3.3 Construction Phase

§ 3.3.1 The Construction Manager shall provide on-site administration of the Contracts for Construction in cooperation with the Architect as set forth below and in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document A232–2019, those modifications shall not affect the Construction Manager's services under this Agreement unless the Owner and the Construction Manager amend this Agreement.

§ 3.3.2 Subject to Section 4.2 and except as provided in Section 3.3.30, the Construction Manager's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.3.3 The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site whenever the Work is being performed.

§ 3.3.4 The Construction Manager shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Contractors with each other and with those of the Construction Manager, the Owner and the Architect. The Construction Manager shall coordinate the activities of the Contractors in accordance with the latest approved Project schedule and the Contract Documents.

§ 3.3.5 The Construction Manager shall review and analyze the construction schedules provided by the Contractors to update the Project schedule, incorporating the activities of the Owner, Architect, and Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery and procurement of products, including those that must be ordered in advance of construction. The Project schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update and reissue the Project schedule as required to show current conditions. If an update indicates that the previously approved Project schedule may not be met, the Construction Manager shall recommend corrective action to the Owner and Architect.

§ 3.3.6 The Construction Manager shall schedule and conduct meetings to discuss matters such as procedures, progress, coordination, and scheduling of the Work, and to develop solutions to issues identified. The Construction Manager shall prepare and promptly distribute minutes to the Owner, Architect and Contractors.

§ 3.3.7 In accordance with the Contract Documents and the latest approved Project schedule, and utilizing information from the Contractors, the Construction Manager shall review, analyze, schedule and coordinate the overall sequence of construction and assignment of space in areas where the Contractors are performing Work.

§ 3.3.8 The Construction Manager shall coordinate all tests and inspections required by the Contract Documents or governmental authorities, observe the on-site testing and inspections, and arrange for the delivery of test and inspection reports to the Owner and Architect.

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§ 3.3.9 The Construction Manager shall endeavor to obtain satisfactory performance from each of the Contractors. The Construction Manager shall recommend courses of action to the Owner when requirements of a Contract are not being fulfilled.

§ 3.3.10 The Construction Manager shall monitor and evaluate actual costs for activities in progress and estimates for uncompleted tasks and advise the Owner and Architect as to variances between actual costs and budgeted or estimated costs. If a Contractor is required to submit a Control Estimate, the Construction Manager shall meet with the Owner and Contractor to review the Control Estimate. The Construction Manager shall promptly notify the Contractor if there are any inconsistencies or inaccuracies in the information presented. The Construction Manager shall also report the Contractor's cost control information to the Owner.

§ 3.3.11 The Construction Manager shall develop cash flow reports and forecasts for the Project and include them in the Construction Manager's progress reports.

§ 3.3.12 The Construction Manager shall maintain accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, and other Work requiring accounting records.

§ 3.3.12.1 The Construction Manager shall develop and implement procedures for the review and processing of Applications for Payment by Contractors for progress and final payments.

§ 3.3.12.2 Not more frequently than monthly, the Construction Manager shall review and certify the amounts due the respective Contractors as follows:

.1 Where there is only one Contractor responsible for performing the Work, the Construction Manager shall, within seven days after the Construction Manager receives the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect.

.2 Where there is more than one Contractor responsible for performing different portions of the Project, the Construction Manager shall, within seven days after the Construction Manager receives each Contractor's Application for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each Contractor; (2) prepare a Summary of Contractors' Applications for Payment by summarizing information from each Contractor's Application for Payment; (3) prepare a Project Application and Certificate for Payment; (4) certify the total amount the Construction Manager determines is due all Contractors collectively; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 3.3.12.3 The Construction Manager's certification for payment shall constitute a representation to the Owner, based on the Construction Manager's evaluations of the Work and on the data comprising the Contractors' Applications for Payment, that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractors are entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion; (2) results of subsequent tests and inspections; (3) correction of minor deviations from the Contract Documents prior to completion; and (4) specific qualifications expressed by the Construction Manager. The issuance of a Certificate for Payment shall further constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified.

§ 3.3.12.4 The certification of an Application for Payment or a Project Application for Payment by the Construction Manager shall not be a representation that the Construction Manager has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, procedures, or sequences for a Contractor's own Work; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate each Contractor's right to payment; or (4) ascertained how or for what purpose that Contractor has used money previously paid on account of the Contract Sum.

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§ 3.3.13 The Construction Manager shall obtain and review the safety programs developed by each Contractor solely and exclusively for purposes of coordinating the safety programs with those of the other Contractors and for making recommendations for any additional safety measures to be considered in the Work of the Contractors. The Construction Manager's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 3.3.14 The Construction Manager shall determine in general that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of defects and deficiencies in the Work. The Construction Manager shall have the authority to reject Work that does not conform to the Contract Documents and shall notify the Architect about the rejection. The failure of the Construction Manager to reject Work shall not constitute acceptance of the Work. The Construction Manager shall record any rejection of Work in its daily log and include information regarding the rejected Work in its progress reports to the Architect and Owner pursuant to Section 3.3.22.1. Upon written authorization from the Owner, the Construction Manager may require and make arrangements for additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed, and the Construction Manager shall give timely notice to the Architect of when and where the tests and inspections are to be made so that the Architect may be present for such procedures.

§ 3.3.15 The Construction Manager shall advise and consult with the Owner and Architect during the performance of its Construction Phase Services. The Construction Manager shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Construction Manager shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's rights and responsibilities under the Contract Documents. The Construction Manager shall not be responsible for a Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall be responsible for the Construction Manager's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractors, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 3.3.16 The Construction Manager shall transmit to the Architect requests for interpretations, and requests for information of the meaning and intent of the Drawings and Specifications, and provide its written recommendation. The Construction Manager shall assist in the resolution of questions that may arise.

§ 3.3.17 The Construction Manager shall review requests for changes, assist in negotiating Contractors' proposals, submit recommendations to the Architect and Owner, and, if the proposed changes are accepted or required by the Owner, prepare Change Orders or Construction Change Directives that incorporate the Architect's modifications to the Contract Documents.

§ 3.3.18 The Construction Manager shall assist the Initial Decision Maker in the review, evaluation and documentation of Claims, subject to Section 4.2.2.7.

§ 3.3.19 Utilizing the submittal schedules provided by each Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from the Owner, Owner's consultants, Owner's Separate Contractors and vendors, governmental agencies, and participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval.

§ 3.3.20 The Construction Manager shall promptly review all Shop Drawings, Product Data, Samples, and other submittals from the Contractors for compliance with the submittal requirements of the Contract, coordinate submittals with information contained in related documents, and transmit to the Architect those that the Construction Manager recommends for approval. **T**he Construction Manager's actions shall be taken in accordance with the Project submittal schedule approved by the Architect, or in the absence of an approved Project submittal schedule, with such reasonable promptness as to cause no delay in the Work or in the activities of the Contractors, the Owner, or the Architect.

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§ 3.3.20.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractors by the Contract Documents, the Construction Manager shall review those submittals for sequencing, constructability, and coordination impacts on the other Contractors. The Construction Manager shall discuss its findings with the Owner and the Architect, and coordinate resolution, as necessary, of any such impacts.

§ 3.3.21 The Construction Manager shall keep a daily log containing a record of weather, each Contractor's Work on the site, number of workers, identification of equipment, Work accomplished, problems encountered, and other similar relevant data as the Owner may require.

§ 3.3.21.1 The Construction Manager shall collect, review for accuracy, and compile the Contractors' daily logs; and include them in the Construction Manager's reports prepared and submitted in accordance with section 3.3.21.2.

§ 3.3.21.2 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information identified below:

.1 Work completed for the period;
.2 Project schedule status;
.3 Submittal schedule and status report, including a summary of remaining and outstanding submittals;
.4 Request for information, Change Order, and Construction Change Directive status reports;
.5 Tests and inspection reports;
.6 Status report of nonconforming and rejected Work;
.7 Daily logs;
.8 Summary of all Contractors' Applications for Payment;
.9 Cumulative total of the Cost of the Work to date including the Construction Manager's compensation and reimbursable expenses at the job site, if any;
.10 Cash-flow and forecast reports;
.11 Photographs to document the progress of the Project;
.12 Status reports on permits and approvals of authorities having jurisdiction; and
.13 Any other items the Owner may require:

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§ 3.3.21.3 In addition, for Projects constructed on the basis of the Cost of the Work, the Construction Manager shall include the following additional information in its progress reports:

.1 Contractors' work force reports;
.2 Equipment utilization report;
.3 Cost summary, comparing actual costs to updated cost estimates; and
.4 Any other items as the Owner may require:

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§ 3.3.22 Utilizing the documents provided by the Contractors, the Construction Manager shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Owner, Architect, and Contractors. Upon completion of the Project, the Construction Manager shall deliver them to the Owner.

§ 3.3.23 The Construction Manager shall arrange for the delivery, storage, protection and security of Owner-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Work.

§ 3.3.24 With the Owner's maintenance personnel, the Construction Manager shall observe the Contractors' final testing and start-up of utilities, operational systems and equipment and observe any commissioning as the Contract Documents may require.

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§ 3.3.25 When the Construction Manager considers each Contractor's Work or a designated portion thereof substantially complete, the Construction Manager shall, jointly with that Contractor, prepare for the Architect a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager shall assist the Architect in conducting inspections to determine whether the Work or designated portion thereof is substantially complete.

§ 3.3.26 When the Work of all of the Contractors, or designated portion thereof, is substantially complete, the Construction Manager shall prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion. The Construction Manager shall submit the executed Certificate to the Owner and Contractors. The Construction Manager shall coordinate the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Construction Manager shall perform an inspection to confirm the completion of the Work of the Contractors and make recommendations to the Architect when the Work of all of the Contractors is ready for final inspection. The Construction Manager shall assist the Architect in conducting the final inspection.

§ 3.3.27 The Construction Manager shall forward to the Owner, with a copy to the Architect, the following information received from the Contractors: (1) certificates of insurance ; (2) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (3) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (4) any other documentation required of the Contractors under the Contract Documents, including warranties and similar submittals.

§ 3.3.28 The Construction Manager shall coordinate receipt, and delivery to the Owner, of other items provided by the Contractors, such as keys, manuals, and record drawings. The Construction Manager shall forward to the Architect a final Project Application for Payment and Project Certificate for Payment, or a final Application for Payment and final Certificate for Payment, upon the Contractors' compliance with the requirements of the Contract Documents.

§ 3.3.29 Duties, responsibilities and limitations of authority of the Construction Manager as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Construction Manager, Architect, and Contractors. Consent shall not be unreasonably withheld.

§ 3.3.30 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Construction Manager shall, without additional compensation, conduct a meeting with the Owner and Architect to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Construction Manager shall provide the listed Supplemental Services only if specifically designated in the table below as the Construction Manager's responsibility, and the Owner shall compensate the Construction Manager as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Construction Manager is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Construction Manager's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Construction Manager or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	**Responsibility** *(Construction Manager, Owner or not provided)*
§ 4.1.1.1 Measured drawings	
§ 4.1.1.2 Tenant-related services	
§ 4.1.1.3 Commissioning	
§ 4.1.1.4 Development of a commissioning plan	
§ 4.1.1.5 Sustainable Project Services pursuant to Section 4.1.3	

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§ 4.1.1.6	Furniture, furnishings and equipment delivery, and installation coordination	
§ 4.1.1.7	Furniture, furnishings and equipment procurement assistance	
§ 4.1.1.8	Assistance with site selection	
§ 4.1.1.9	Assistance with selection of the Architect	
§ 4.1.1.10	Furnish land survey	
§ 4.1.1.11	Furnish geotechnical engineering services	
§ 4.1.1.12	Provide insurance advice	
§ 4.1.1.13	Provide supplemental Project risk analysis and mitigation strategies	
§ 4.1.1.14	Stakeholder relationships management	
§ 4.1.1.15	Owner moving coordination	
§ 4.1.1.16	Coordination of Owner's Separate Contractors	
§ 4.1.1.17	Other Supplemental Services	

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Construction Manager's responsibility is provided below.

(Describe in detail the Construction Manager's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

« »

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

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§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement. The Owner shall compensate the Construction Manager as provided in Section 11.2.

§ 4.2 Construction Manager's Additional Services

§ 4.2.1 The Construction Manager may provide Additional Services after execution of this Agreement, without invalidating this Agreement. Except for services required due to the fault of the Construction Manager, any Additional Services provided in accordance with this Section 4.2 shall entitle the Construction Manager to compensation pursuant to Section 11.3.

§ 4.2.2 Upon recognizing the need to perform the following Additional Services, the Construction Manager shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Construction Manager shall not proceed to provide the following Additional Services until the Construction Manager receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6. Services necessitated by sections 6.4 and 6.6 shall not be considered additional services;

.2 Services necessitated by the enactment or revision of codes, laws, regulations or official interpretations after the date of this Agreement;

.3 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's other consultants or contractors;

.4 Preparation of documentation for alternate bid or proposal requests proposed by the Owner;

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.5 Preparation for, and attendance at, a public presentation, meeting or hearing;
.6 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Construction Manager is party thereto;
.7 Consultation concerning replacement of Work resulting from fire or other cause during construction and furnishing services required in connection with the replacement of such Work; or
.8 Assistance to the Initial Decision Maker.

§ 4.2.3 To avoid delay in the Construction Phase, the Construction Manager shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Construction Manager's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Construction Manager of the Owner's determination. The Owner shall compensate the Construction Manager for the services provided prior to the Construction Manager's receipt of the Owner's notice:

.1 Providing assistance to the Initial Decision Maker in evaluating an extensive number of Claims submitted by a Contractor or others in connection with the Work.
.2 Services required in an emergency to coordinate the activities of a Contractor or Contractors in the event of risk of personal injury or serious property damage, consistent with Section 3.3.15.

§ 4.2.4 Except for services required under Section 3.3.30, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work, or (2) the anticipated date of Substantial Completion identified in the Initial Information, whichever is earlier, shall be compensated as Additional Services to the extent the Construction Manager incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within « » (« ») months of the date of this Agreement, through no fault of the Construction Manager, extension of the Construction Manager's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner acknowledges that accelerated, phased, or fast-track design and construction provides a benefit, but also carries with it the risk of additional costs. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall retain an Architect to provide services, duties and responsibilities. The Owner shall provide the Construction Manager with a copy of the scope of services in the agreement executed between the Owner and Architect, and any further modifications to the Architect's scope of services in the agreement.

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions pertaining to documents the Construction Manager submits in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Construction Manager's services.

§ 5.6 Unless provided by the Construction Manager, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries, and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning

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available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.7 Unless provided by the Construction Manager, the Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.8 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.9 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement.

§ 5.10 The Owner shall coordinate the services of its own consultants with those services provided by the Construction Manager. Upon the Construction Manager's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Construction Manager in this Agreement, or authorize the Construction Manager to furnish them as an Additional Service, when the Construction Manager requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.11 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.12 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.13 The Owner shall provide prompt written notice to the Construction Manager and Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service or any fault or defect in the Construction Manager's services.

§ 5.14 The Owner reserves the right to perform construction and operations related to the Project with the Owner's own forces, and to award contracts in connection with the Project which are not part of the Construction Manager's responsibilities under this Agreement. The Construction Manager shall notify the Owner if any such independent action will interfere with the Construction Manager's ability to perform the Construction Manager's responsibilities under this Agreement. When performing construction or operations related to the Project, the Owner agrees to be subject to the same obligations and to have the same rights as the Contractors.

§ 5.15 The Owner shall communicate with the Contractors and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.16 Before executing the Contracts for Construction, the Owner shall coordinate the Construction Manager's duties and responsibilities set forth in the Contracts for Construction with the Construction Manager's services set forth in this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.

§ 5.17 The Owner shall provide the Construction Manager access to the Project site prior to commencement of the Work and shall obligate the Contractors to provide the Construction Manager access to the Work wherever it is in preparation or progress.

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§ 5.18 Within 15 days after receipt of a written request from the Construction Manager, the Owner shall furnish the requested information as necessary and relevant for the Construction Manager to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's Consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2 and 6.4. Evaluations of the Owner's budget for the Cost of the Work, and the estimates of the Cost of the Work prepared by the Construction Manager, represent the Construction Manager's judgment as a person or entity familiar with the construction industry. It is recognized, however, that neither the Construction Manager nor the Owner has control over the cost of labor, materials; or equipment; the Contractors' methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Construction Manager cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Construction Manager.

§ 6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 6.4 If the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Construction Manager, in consultation with the Architect, shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Construction Manager and Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Owner shall

- **.1** give written approval of an increase in the budget for the Cost of the Work;
- **.2** terminate in accordance with Section 9.5;
- **.3** in consultation with the Construction Manager and Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- **.4** implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to revise the Project program, scope, or quality to reduce the Cost of the Work pursuant to Section 6.5.3, or if the bids or proposals received from the prospective Contractors, in the aggregate, exceed the Owner's budget for the Cost of the Work, and the Owner chooses to revise the Project program, scope, or quality to reduce the Cost of the Work , the Construction Manager shall cooperate with the Owner and Architect to develop the necessary revisions, update the cost estimate, and obtain additional bids. The Construction Manager will perform the services described in Sections 6.4 and 6.6 without additional compensation.

ARTICLE 7 COPYRIGHTS AND LICENSES

The Construction Manager and the Construction Manager's consultants, if any, shall not own or claim a copyright in the Instruments of Service. The Construction Manager, the Construction Manager's consultants, if any, and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

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ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Construction Manager shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law.

§ 8.1.2 Intentionally omitted.

§ 8.1.3 The Construction Manager shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Construction Manager, its employees and its consultants in the performance of professional services under this Agreement. The Construction Manager's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Construction Manager's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.4 Intentionally omitted.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement may be subject to mediation.

§ 8.2.2 The Owner and Construction Manager may endeavor to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 Intentionally omitted.

§ 8.3 Arbitration – Intentionally omitted.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Construction Manager in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Construction Manager's option, cause for suspension of performance of services under this Agreement. If the Construction Manager elects to suspend services, the Construction Manager shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Construction Manager shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Construction Manager all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Construction Manager shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Construction Manager shall be compensated for expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Construction Manager, the Construction Manager may terminate this Agreement by giving not less than seven days' written notice.

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§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Construction Manager terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Construction Manager for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Construction Manager's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Construction Manager terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Construction Manager the following termination fee:
(Set forth below the amount of any termination fee, or the method for determining any termination fee.)

« »

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 Intentionally omitted.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232–2019, General Conditions of the Contract for Construction, except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Construction Manager and the Architect. In the event of a conflict between the definitions in AIA Document A232-2019 and the definitions in the Bid, the definition in the bid shall govern.

§ 10.3 The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Construction Manager by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Construction Manager to execute certificates, the proposed language of such certificates shall be submitted to the Construction Manager for review at least 14 days prior to the requested dates of execution. If the Owner requests the Construction Manager to execute consents reasonably required to facilitate assignment to a lender, the Construction Manager shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Construction Manager for review at least 14 days prior to execution. The Construction Manager shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Construction Manager.

§ 10.6 Unless otherwise required in this Agreement, the Construction Manager shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Construction Manager shall have the right to include photographic or artistic representations of the design of the Project among the Construction Manager's promotional and professional materials. The Construction Manager shall provide professional credit for the Architect and the Contractors in the Construction Manager's promotional materials for the Project. The Construction Manager shall be given reasonable access to the completed

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Project to make such representations. However, the Construction Manager's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Construction Manager in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Construction Manager in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Construction Manager or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Construction Manager's Basic Services described under Article 3, the Owner shall compensate the Construction Manager as follows:

§ 11.1.1 For Preconstruction Phase Services in Section 3.2:
(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

« »

§ 11.1.2 For Construction Phase Services in Section 3.3:
(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

« »

§ 11.2 For the Construction Manager's Supplemental Services designated in Section 4.1.1, and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Construction Manager as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

« »

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Construction Manager as follows:
(Insert amount of, or basis for, compensation.)

« »

§ 11.4 Compensation for Supplemental and Additional Services of the Construction Manager's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Construction Manager plus « » percent (« » %), or as follows:

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(Insert amount of, or basis for computing, Construction Manager's consultants' compensation for Supplemental or Additional Services.)

« »

§ 11.5 The hourly billing rates for services of the Construction Manager and the Construction Manager's consultants are set forth below. The rates shall be adjusted in accordance with the Construction Manager's and Construction Manager's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

« »

Employee or Category	Rate ($0.00)

§ 11.6 Compensation for Reimbursable Expenses
§ 11.6.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Construction Manager and the Construction Manager's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
.3 Permitting and other fees required by authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, and standard form documents;
.5 Postage, handling, and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Professional photography, and presentation materials requested by the Owner;
.8 If required by the Owner, and with the Owner's prior written approval, the Construction Manager's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Construction Manager's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses; and
.11 Other similar Project-related expenditures.

§ 11.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Construction Manager and the Construction Manager's consultants plus « » percent (« » %) of the expenses incurred.

§ 11.7 Construction Manager's Insurance. Intentionally omitted.

« »

§ 11.8 Payments to the Construction Manager – Intentionally omitted.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

« »

ARTICLE 13 SCOPE OF THE AGREEMENT
§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Construction Manager.

« »

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

OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
« »« »	« »« »
(Printed name and title)	*(Printed name and title)*

DRAFT

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