



REQUEST FOR QUALIFICATIONS

#2025-002

Waccamaw Regional Transportation Authority
Doing Business as Coast RTA

1418 Third Avenue
Conway, SC 29526

is Requesting Qualifications from Interested Parties for:

Master Services Agreement for Construction Manager at Risk Services

Submission Deadline:

January 30, 2026 at 12:00 pm EST

Submission Method:

All submittals (60MB limit) must be delivered via email to
procurement@coastrta.com.

An email receipt will follow each submittal.

Please call Candace Brown, number below, if a receipt email is not received.

Late submittals will be rejected

(This document contains 55 pages)

Procurement Contact:

Candace Brown
cbrown@coastrta.com
(843) 438-3112

Issued By:

Waccamaw Regional Transportation
Authority D/B/A Coast RTA
1418 Third Avenue
Conway, South Carolina 29526

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REQUEST FOR QUALIFICATIONS AND REQUIRED SIGNATURE SHEET

This completed and signed form must be returned along with other attached signatory documents!

<p>WACCAMAW REGIONAL TRANSPORTATION AUTHORITY D/B/A COAST RTA 1418 THIRD AVENUE CONWAY, SC 29526 PHONE (843) 488-0865 FAX (843) 488-0874</p> <p>REQUEST FOR QUALIFICATIONS</p> <p>SEALED QUALIFICATION SUBMISSIONS WILL BE RECEIVED UNTIL 01/30/2026 at 12:00PM</p>	<p>SUBMIT PROPOSALS VIRTUALLY TO: PROCUREMENT@COASTRTA.COM</p> <p><u>Master Service Agreement for Construction Manager at Risk</u> <u>RFQ #2025-002</u></p>
<p>RFQ TITLE > Master Services Agreement for Construction Manager at Risk - RFQ #2025-002</p>	
<p>VENDOR NAME ></p>	
<p>VENDOR MAILING ADDRESS ></p>	
CITY – STATE – ZIP >	PHONE NUMBER >
<p>AUTHORIZED SIGNATURE ></p>	
<p>FEDERAL ID OR SOCIAL SECURITY NUMBER ></p>	
I CERTIFY THAT THIS SUBMISSION IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY CORPORATION, FIRM, OR PERSON SUBMITTING A PROPOSAL FOR THE SAME MATERIALS, SUPPLIES, OR EQUIPMENT, AND IS IN ALL RESPECTS FAIR & WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE BY ALL CONDITIONS OF THIS PROPOSAL AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS PROPOSAL FOR THE OFFEROR.	<p>PRINT NAME ></p> <p>DUNS NUMBER ></p> <p>{Vendor Must Be Registered on S.A.M.}</p> <p>SYSTEM FOR AWARD MANAGEMENT</p> <p><How to Register with SAM> https://www.sam.gov</p> <p>To register with SAM, go to the SAM website select Register Entity at bottom of the page & complete the registration process!</p>



REQUEST FOR QUALIFICATIONS #2025-002

MASTER SERVICES AGREEMENT FOR CONSTRUCTION MANAGER AT RISK

ISSUED: December 22, 2025

INTRODUCTION

The Waccamaw Regional Transportation Authority—doing business as Coast RTA, WRTA, or the Authority—is the public transit provider serving Horry and Georgetown counties in Northeastern South Carolina. Coast RTA operates a variety of fixed-route and demand-response services and is supported by a combination of federal, state, and local funding, as well as farebox revenue.

As part of its ongoing implementation of the Transit Development Plan, Coast RTA is seeking Statements of Qualifications (SOQs) from qualified Construction Management at-Risk (CMAR) firms to provide professional services under a Master Services Agreement (MSA). This will be a task order-based contract, with the first two anticipated projects being the final design of a new bus operations and maintenance facility and a passenger transfer center, both located in Myrtle Beach, South Carolina.

The selected firm will be expected to coordinate closely with Coast RTA, its owner's representative consultant, and the architect/engineer of record to ensure that all work is completed efficiently, cost-effectively, and in full compliance with applicable federal, state, and local regulations. All work must adhere to the requirements of the Americans with Disabilities Act (ADA), Federal Transit Administration (FTA) regulations, and other relevant funding and permitting standards.

Subject to approval by the Board of Directors, the General Manager of Coast RTA or their designee will negotiate task orders with the selected firm, contingent upon available funding. Coast RTA is an Equal Opportunity Employer and strongly encourages participation from Disadvantaged Business Enterprises (DBEs).

BACKGROUND

Coast RTA's current operations are based at 1418 Third Avenue in Conway, South Carolina. This facility—originally constructed in the 1950s as an automotive dealership—has served as the Authority's operations, maintenance, passenger services, and administrative headquarters since 1983. The 1.5-acre site is no longer adequate to support Coast RTA's growing needs, including a fleet of 34

revenue vehicles, 2 service trucks, and 3–4 administrative vehicles. Due to space constraints, Coast RTA relies on leased parking across Powell Street to accommodate its fleet.

Coast RTA studies have included recommendations to relocate operations closer to the coast to reduce deadhead mileage and improve response times for the primarily Myrtle Beach-based fixed-route system.

The Conway facility, located approximately 15 miles inland, presents several operational and physical challenges, including:

- Inadequate ceiling height in maintenance bays, preventing indoor bus lifting
- Sloped parking areas that hinder fluid level checks
- Non-climate-controlled maintenance bays
- Limited secured parking, requiring extensive reverse maneuvering
- Occasional flooding, mitigated only by sandbags
- Risk of losing leased parking across Powell Street, threatening business continuity
- Limited ADA compliance
- Environmental concerns related to site conditions
- Insufficient space to accommodate four fixed routes at the passenger facility

These limitations underscore the urgent need for new, purpose-built facilities to support Coast RTA's current and future transit operations. The proposed operations and maintenance facility and passenger transfer center will address these deficiencies and support the agency's long-term service goals.

CURRENT PROJECT

To address these challenges, Coast RTA is planning two major projects: the construction of a new bus operations and maintenance facility, and a permanent passenger transfer center. These projects aim to enhance operational efficiency and improve passenger experience.

- 1. Operations and Maintenance Facility:** Recognizing the need for improved service and maintenance capabilities, Coast RTA plans to construct a state-of-the-art operations and maintenance facility. This new site will provide

adequate space and modern amenities to maintain the fleet efficiently, ensuring reliable and responsive transit services.

2. Passenger Transfer Center: In addition to the operations facility, plans are underway to construct a permanent passenger transfer center adjacent to the new operations site. Currently, Coast RTA operates a small, temporary passenger transfer facility at 580 10th Avenue N, Myrtle Beach, constructed in 2017. Although this mobile structure has significantly improved passenger experience, it has begun to show wear and tear. The new transfer center will offer a more durable, comfortable, and efficient space for passengers, aligning with the growth and demands of the Myrtle Beach area.

While not part of this RFQ evaluation, Coast RTA expects that the construction of for the passenger facility in Conway (replacing our current facility) and a passenger facility in Georgetown could be future tasks completed under the contract resulting from this procurement.

By situating both the Operations and Maintenance Facility and the Passenger Transfer Center adjacently, Coast RTA aims to establish a transit hub in Myrtle Beach, the center of its fixed route service. This strategic move is expected to streamline operations, reduce unnecessary mileage, and provide faster service delivery.

Coast RTA is seeking a qualified, responsive, and responsible CMAR to provide pre-construction support and construction services, ensuring they meet local, state, and federal regulations. The new facilities will not only solve existing logistical and operational challenges but also usher in a new era of efficient and passenger-friendly transit services in Northeastern South Carolina.

PROJECT SCHEDULE FOR OMF AND PASSENGER TRANSFER FACILITY

(Subject to Change)

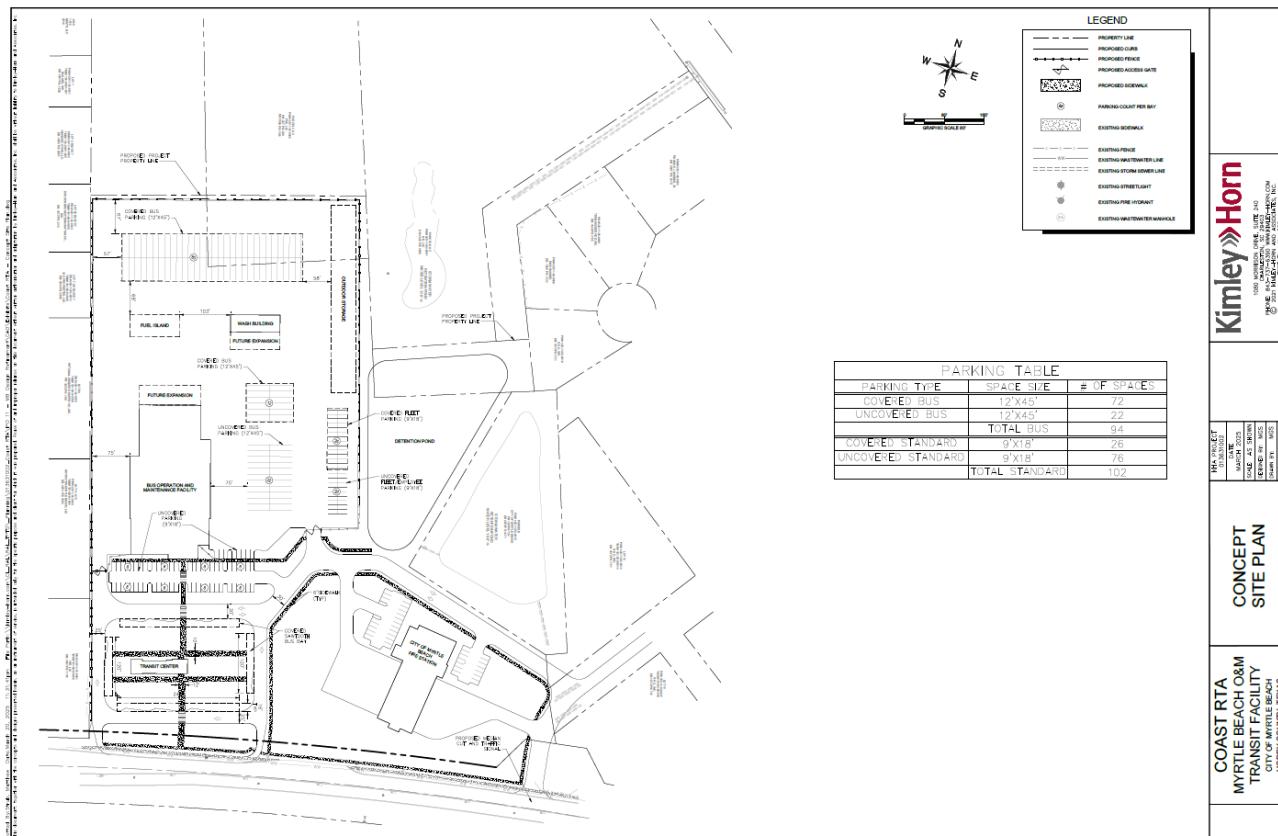
Concept Design	March 2024 – July 2025
Schematic Design	February 2026 – April 2026
Design Development	May 2026 – May 2027
Final Construction Documents	November 2026 – February 2027
Guaranteed Maximum Price	March 2027

Construction Start	May 2027
Project Completion	August 2029
Warranty Period Services	1 year following occupancy

CMAR SERVICES

Pre-Construction Services	March 2026 – April 2027
Prepare and Negotiate GMP	Likely prior to 100% construction documents
Award GMP	April 2027
Construction Services	May 2027 – August 2029
Occupancy	September 2029
Warranty Period Services	1 year following occupancy

PRELIMINARY SITE PLAN



SCOPE OF SERVICES

Project Overview

Coast RTA, the transit agency serving Myrtle Beach, is soliciting proposals from qualified Construction Manager at Risk (CMAR) firms to provide professional services under a **Master Services Agreement (MSA)** structured as a task order contract. The selected CMAR will support the construction of transit infrastructure projects on an as-needed basis.

The first two anticipated task orders under this agreement include:

- Operations and Maintenance Facility
- Passenger Transfer Center

These two buildings will be treated as a single “**campus**” project for planning and coordination purposes.

Phased Authorization

The CMAR’s work will be authorized in two phases:

Phase 1 – Pre-Construction Services

Starting at Schematic Design and continuing through Construction Documents, Coast RTA plan approval, bidding, and development of a Guaranteed Maximum Price (GMP).

Phase 2 – Construction Services

Authorized after successful completion of pre-construction and GMP acceptance.

Roles and Responsibilities

Pre-Construction Services (CMAR)

- Preconstruction Services Phase shall include the period from notification of award for CMAR Services until commencement of the Construction Services Phase.
- Services provided by the CMAR, during the Preconstruction Phase, shall include the following but are not limited to;
 - Provide preliminary evaluation deliverable of the Owner's program,

schedule, and construction budget requirements.

- The proposed CMAR's Project Manager shall participate in regular in-person meetings with the Owner, Architect, and/or Owner's Consultants to discuss procedures, design progress, coordination, and schedule.
- Throughout Preconstruction, identify and present recommendations consistent with the project requirements regarding the proposed selection of materials, building systems, and equipment, in terms of constructability, material procurement lead times, and labor availability.
- Throughout Preconstruction, identify and present recommendations on construction costs, including costs of alternative designs and materials, preliminary budgets, and cost reductions.
- Throughout Preconstruction, conduct iterative and thorough constructability reviews of the progress Drawings and Specifications. Through Preconstruction Request for Information (RFI), indicate for clarification any conflicts, inconsistencies, nonconformity, or discrepancies within the design documents.
- On a monthly basis, share a project schedule that coordinates and integrates the services of the CMAR, Architect, and Owner's Consultants. The project schedule should clearly identify all Owner responsibilities that could affect the Project's timely completion. Upon request, the CMAR shall provide the native file of the project schedule.
- Throughout Preconstruction, identify and present recommendations to the Owner and Architect regarding accelerated or fast-track scheduling, procurement, or phased construction including recommendations regarding the phased issuance of Drawings and Specifications.
- In a timely manner, prepare and present accurate and thorough Cost Estimate take-offs to inform design options and decisions.
- Prepare and present a Cost Estimate for the Schematic Design, Design Development, and 75% Construction Documents package deliverables in a format agreeable to the Owner for review by the Architect and approval by the Owner.
 - The CMAR shall prepare and present the Schematic Design estimate within 15-business days of receipt of information.
 - If any Cost Estimates submitted exceed the previous estimate or the Owner's budget, provide appropriate cost savings recommendations to

the Architect and Owner for their evaluation.

- All Cost Estimates will be reconciled with the Architect and Owner, formally revised, and re-submitted.
- After the Design Development estimate, prepare and maintain an Added Scope Log. This log will provide associated costs of all added design scope or design intent items that are not accounted for in the Design Development Cost Estimate.
- All Cost Estimates and the Added Scope Log will be used to directly inform and negotiate the GMP.
- Throughout Preconstruction, establish and maintain a Value Engineering Log for review by the Architect and Owner.
- Assist the Owner in obtaining building permits and special permits, except for those permits required to be obtained directly by the CMAR.
- Assist the Owner and Architect in filing documents required for all approvals of governmental authorities having jurisdiction over the Project.
- Assist the Owner in coordinating with all other public and private utilities as may be required.
- Assist the Owner in coordinating with any Environmental services as may be required.
- Assist the Owner in coordinating with the Department of Transportation and/or the City as may be required.
- Assist the Owner in coordinating with third parties as may be required.

Guaranteed Maximum Price (GMP)

- It is the Owner's intention that the CMAR shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance based on the 75% Construction Documents.
- Upon the Owner's formal acceptance and execution of the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal will become a formal Amendment to the Contract.
- To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price shall include the costs attributable to such further development and Design Intent consistent with the Contract Documents and reasonably inferable therefrom.

- The Guaranteed Maximum Price proposal shall be a written statement of its basis and include the following:
 - A date by which the Owner must accept the Guaranteed Maximum Price proposal.
 - The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based.
 - A statement of the proposed Guaranteed Maximum Price including a statement of the estimated Cost of the Work organized by trade categories, Allowances, General Requirements, Construction Manager Contingency, General Conditions, insurance and bonding, and the Construction Manager's Fee.
 - A list of all included Allowances and a statement of their basis.
 - A list of all Alternates with associated decision date to maintain proposed schedule.
 - A list of the clarifications and assumptions made in the preparation of the Guaranteed Maximum Price proposal.
 - A list of the Drawings and Specifications, including all Addenda.
 - A Staffing Plan for the Construction Phase and Post-Construction Phase services.
 - The Staffing Plan should correlate with the Staffing Plan submitted in the RFP response.
 - The Staffing Plan should indicate all staffing positions required to properly execute the scope of the Project.
 - The Staffing Plan should indicate by name who will fill each position.
 - The Staffing Plan should incorporate the total projected hours and costs of each position broken out by phase.
 - An itemized General Conditions / General Requirements Matrix for the Construction Phase and Post-Construction Phase services.
 - The itemized Matrix should correlate with the Matrix submitted in the RFP Response.
 - The itemized Matrix should be broken out by unit price, quantity, and total cost.
 - Documentation and a narrative of the plan to achieve participation goals.

- A Construction Logistics Plan.
- A Construction Schedule in PDF and native file format. Upon acceptance of the GMP, this schedule will become the baseline schedule for Construction.

Bidding

- The CMAR shall manage the bidding process and develop all Bidding Documents for Architect and Owner review. All phases of bidding shall be transparent and open book.
- Services provided by the CMAR, during the Bidding Phase, shall include the following but are not limited to;
 - Develop Bid Package(s) broken out into strategic trade Work Packages. Bidding may be completed in multiple Bid Package phases to expedite procurement of labor or materials.
 - Establish bidding schedules with the goal of meeting or exceeding participation Project requirements.
 - Develop bidders' interest through public advertisements.
 - Identify all documents to be included within each Work Package.
 - Develop and present detailed scope of work narratives for each Work Package.
 - Develop and present detailed Bid Form for each Work Package.
 - Develop Project Manual. The Project Manual shall include the following, but is not limited to;
 - Procurement Requirements
 - Contracting Requirements
 - General Requirements
 - Contract Forms and Conditions
 - Technical Specifications
 - In coordination with Architecture and Engineering Departments Admin Staff, distribute Bid Package(s) for the solicitation of competitive bids through Owner's Bid Platform.
 - A minimum of three bid responses is mandatory per Work Package unless deviation is approved by the Owner.

- Other bidding platforms can be considered. If the platform is approved for use by the Owner, the Construction Manager will still be required to post Bid Package(s) on Project Bid Platform with active link and instructions to said selected platform.
- Plan, coordinate, and lead on-site pre-bid meeting(s).
- Formally answer bidding questions with issuance of addenda.
- All bids will be sealed until the bid deadline.
- Conduct detailed Scope Review to Bid Level all responsive bids received.
- Submit formal Bid Level of each bid scope reviewed. The formal Bid Leveled submission must be signed by an authorized representative of the bidder's company and CMAR.
- Submit subcontractor Recommendation to Award letters for each Work Package for Owner Approval.
- It is required that the CMAR awards each Work Package's bid to the lowest qualified, responsible, responsive bidder. If the lowest qualified responsive bidder is not recommended, the CMAR must include detailed documentation to justify why this bidder is not responsible. This is subject to Owner's approval.
- All subcontractor Recommendation to Award letters must be approved by the Owner prior to the CMAR subcontracting with subcontractor.
- Self-Performed Bids
 - The CMAR shall self-perform General Conditions and shall not apply additional markups other than the CMAR's Fee on General Conditions.
 - Provided that the CMAR meets the qualifications required of all bidders, the CMAR may submit its own sealed bid for each Work Package.
 - If the CMAR decides to submit its own sealed bid for a Work Package, the bid must be submitted to the Owner two days prior to the public bidding due date.
 - The CMAR shall obtain at least two additional sealed bids from qualified bidders on all Work Packages the CMAR submits a sealed bid on.
 - The CMAR's bid must be in the same format required of other bidders and submitted to AE Graphics.
 - The Owner may participate in the scope reviews for any Work Package the

CMAR proposes to self-perform.

- CMAR will be awarded work if they are determined to be the lowest qualified, responsible, responsive bidder by the Owner.
- **Buyout Savings**
 - Upon executing trade subcontracts to all Work Packages, the CMAR shall return all Buyout Savings to the Owner.
 - The Owner may elect to keep Buyout Savings inside the GMP in an Owner exclusively controlled Owner Contingency schedule of value.
- Immediately upon execution of each subcontract with a subcontractor or supplier, the Construction Manager shall provide the Owner with an executed copy of such subcontract.
- The Owner may reject any or all bids and require that portion of the Work to be rebid. This shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents.

Construction Phase

- The Construction Phase shall commence upon acceptance of the GMP and issuance of a Notice to Proceed by the Owner.
- Services provided by the CMAR, during the Construction Phase, shall include but are not limited to;
 - Manage the sequencing and mobilization of Subcontractors and Suppliers.
 - Responsibility for construction means, methods, techniques, sequences and procedures, and safety precautions and programs in connection with the Project scope of work.
 - Responsibility for its and its Subcontractor's ability to execute the Project scope of work in accordance with the Contract Documents.
 - Responsibility to inspect the Work of its Subcontractors, Sub-Subcontractors, Consultants, and Subconsultants for appropriate design and conformance with the Contract Documents and assumes responsibility to Owner for the proper performance of the Work of Subcontractors, Sub-Subcontractors, Consultants, and Subconsultants and any acts and omissions in connection with such performance.
 - Responsibility for coordination among the Architect, Owner's Consultants,

Contractors, Subcontractors and Suppliers regarding all aspects of the Project.

- Coordination of the sequence of the construction and the responsibilities of the Subcontractors and be responsible for the acts and omissions of the Subcontractors.
- Maintain a competent staff acceptable to the Owner at the Project Site to coordinate and direct the scope of work and facilitate progress of the Subcontractors and Suppliers.
- Review the adequacy of the Subcontractors and Suppliers personnel and equipment and the availability of materials and supplies to meet the daily schedule. The CMAR shall take prompt remedial action when the requirements of the contract are not being met.
- Owner reserves the right to pre-purchase bulk equipment when it is beneficial to the Owner. The CMAR is also encouraged to identify when bulk purchasing will facilitate better pricing, delivery timeframe, etc.
- Provide a temporary construction office and other temporary facilities requested for use by the Owner, Owner's Consultants, Architect and Construction Manager at the Project Site.
- Coordinate the delivery, storage, protection, and security of Owner purchased materials, systems, and equipment.
- Manage Subcontractor and Supplier contract compliance as it relates to participation requirements, certificates of insurance, lien waivers and similar information.
- Schedule and conduct regular in-person meetings in which the Owner, Architect and CMAR can discuss such matters as budget, procedures, progress, coordination, scheduling, and status of the Project. The Construction Manager shall prepare and promptly distribute meeting minutes to the Owner and Architect.
- Throughout construction, establish and maintain a daily log containing a record for each day of weather, project progress, work completed, number of workers on site, Subcontractors working on site, identification of equipment on site, problems that may affect project progress, accidents, injuries, and other information required by the Owner.
- Prepare and submit, for review by Architect and approval by Owner, a Project Schedule. The Project Schedule should clearly identify all Owner

responsibilities that could affect the Project's timely completion. Upon request, the CMAR shall provide the native file of the Project Schedule.

- The Project Schedule shall be inclusive of material procurement and construction activities, in a detailed precedence-style critical path method (CPM) format, satisfactory to the Owner, which provides graphic representation of all activities and events that will occur during the Project, identifies each phase of construction and occupancy, sets forth dates that are critical in ensuring the timely and orderly completion of the Project, and reflects the following:
 - An appropriate number of weather days included in the schedule.
 - Local jurisdictional or other restrictions
 - Time for approvals needed by Owner, Architect, or other agencies.
 - Owner, Architect, or other agency inspections and/or tests
 - Work of separate contractors retained by the Owner (if applicable)
- Maintain and update the Project Schedule monthly and submit with Payment Application for Owner and Architect review.
- On a monthly basis, prepare and submit for approval by Owner and Architect, a Payment Application. The requisition shall only request payment for work in place, work to be in place in billing period, and stored materials.
- The AIA A-133 will be used as a basis for the contract, however, certain terms will be negotiated following the selection, including the inclusion of all federal clauses and indemnification provisions. See Appendix: AIA Document A133 at the end of this document.
- On a monthly basis, share a Monthly Progress Report with the Owner and Architect. Written progress shall show percentages of completion and other information as may be required by the Owner.
- Collaborate with the Architect to establish and implement procedures for expediting the processing and approval of shop drawings and samples.
- Responsibility for developing and maintaining RFIs and RFI Log.
- Responsibility for developing and maintaining cost control system for the Project, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes.

- Responsibility for developing and maintaining Change Order Log.
- Responsibility for developing and maintaining Allowance Log.
- Responsibility for developing and maintaining Contingency Log.
- Conduct regular quality assurance and quality control reviews with the Architect and Owner to ensure compliance with the Contract Documents.
- Assist the Owner and Architect in communications with and addressing local and government officials with jurisdiction over the Project.
- Conduct pre-punch list reviews to identify and correct deficiencies prior to commencement of punch list(s) reviews with the Architect and Owner.
- Collaborate with Architect to establish and implement a procedure for generation and publication of punch list(s) items for distribution to Contractors, Subcontractors, and Suppliers.

Post-Construction

- The Post-Construction Phase shall commence upon the fully executed receipt of Certificate of Substantial Completion (AIA G704).
- Services provided by the Construction Manager, during the Post-Construction Phase, shall include but are not limited to;
 - Compile and transmit to the Owner all required Project close-out documentation and turn over to the Owner all keys, manuals, record drawings, maintenance stocks and other documentation required.
 - The Construction Manager shall coordinate collection of the Subcontractor field-annotated record drawings and shall mark-up a consolidated print for the Owner's use.
 - Coordinate and complete Owner training of building systems and equipment, as identified in the Contract Documents.
 - Coordinate the completion of all items previously identified on the punch list(s) or as identified as Work To Be Completed or Corrected on the Certificate of Substantial Completion (AIA G704) within 30 days of substantial completion.
 - Prepare and deliver to the Owner a final accounting for all cost incurred prior to final payment, within 30 days of final completion.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

This procurement is subject to the U.S. Department of Transportation Disadvantaged Business Enterprise (DBE) Program in accordance with 49 CFR Part 26.

For this contract, no contract-specific DBE participation goal is established. However, Coast RTA strongly encourages the utilization of certified DBE firms during the Pre-Construction phase, and proposers are required to demonstrate Good Faith Efforts to include DBE participation where feasible.

EVALUATION AND RANKING CRITERIA

PROJECT APPROACH AND UNDERSTANDING (25%):

- Identify the major construction activities and tasks involved in constructing the project. Illustrate clearly and concisely, your understanding of the technical elements that must be addressed for successful completion of the project within anticipated budget and meeting the preferred schedule.
- Identify key issues or potential challenges that the CMAR or project team may encounter that could hinder the successful delivery of the project within the allotted budget and schedule.
- Describe your understanding of the site access required for the project, identify any major issues and proposed solutions.
- Describe respondent's approach to providing CMAR services and how the respondent differentiates themselves from their competitors.
- Describe your approach to preconstruction activities and proposals to improve the project design.
- Describe your approach to implementing project controls including budget and schedule management.
- Describe approach to meeting FTA requirements.

RELEVANT EXAMPLE PROJECTS (25%):

For each project, please include the following:

1. **Project Name and Location**
2. **Client/Owner Name and Contact Information**
3. **Project Description** – Include facility type, size, and key features.

4. **Scope of Services Provided** – Highlight relevant tasks performed by your firm.
5. **Project Timeline** – Indicate start and completion dates.
6. **Project Budget** – Include total project cost and your firm's contract value.
7. **Relevance to Coast RTA's Needs** – Briefly explain how the project is similar in scope, scale, or complexity.
8. **Outcomes and Lessons Learned** – Describe project success, challenges overcome, and any innovations or efficiencies achieved.

These examples will be evaluated based on their **relevance, complexity, demonstrated outcomes, and the applicability of experience** to Coast RTA's anticipated projects.

PROPOSED STAFFING PLAN & TEAM EXPERIENCE (25%):

Submissions should include:

Key Personnel

Identify key staff who will be assigned to Coast RTA task orders. For each individual, provide:

- **Name and Title**
- **Proposed Role on Coast RTA projects**
- **Years of Professional Experience**
- **Relevant Transit Facility Experience** – Include specific roles and responsibilities on similar projects
- **Professional Licensure and Certifications** – As applicable (e.g., PE, AIA, PMP)
- **Availability and Commitment** – Indicate expected availability and percentage of time dedicated to Coast RTA

Construction Manager

Proposers must designate a Construction Manager who will serve as the primary point of contact for Coast RTA and will be responsible for the overall coordination, quality control, and delivery of task orders under this Master Services Agreement.

- The Construction Manager will be evaluated based on:
 - Experience managing projects of similar scope, scale, and complexity, particularly transit-related facilities
 - Demonstrated leadership in coordinating multidisciplinary teams and subconsultants
 - Track record of delivering projects on time and within budget
 - Familiarity with federal and state funding requirements, including FTA grant processes and NEPA compliance
 - Communication and stakeholder engagement skills, especially with public agencies
 - A summary of the Construction Manager's qualifications must be included in the main proposal. This summary should address:
 - Relevant project experience and roles
 - Years of experience in project management and transit-related work
 - Professional certifications (e.g., PMP, PE, AIA)
 - Availability and commitment to Coast RTA projects
 - A detailed resume (maximum two pages) must be included in the appendix.
 - Minimum Qualification: The proposed Project Manager must have a minimum of ten (10) years of professional experience managing public infrastructure projects, with at least five (5) years specifically in transit facility design and delivery.

Detailed resumes may be included in an appendix but should be summarized in the main proposal.

Team Structure and Collaboration

Describe the proposed team structure, including:

- **Organizational Chart** showing reporting relationships and roles
- **Coordination Approach** between prime and anticipated trade partners
- **Experience Working Together** – Highlight any previous collaboration on similar projects

Evaluation Criteria

Team experience will be evaluated based on:

- **Qualifications and expertise** of key personnel including **Construction Manager**
- **Relevance of individual experience** to Coast RTA's anticipated needs
- **Team cohesion and structure**
- **Demonstrated capacity** to manage task orders efficiently and effectively

References

The offeror is required to include names and contact information of **three (3) references** for similar projects. The references listed shall identify the project name, point of contact, email, address, fax and the telephone number for the point of contact. No specified form or format is being provided for **Reference Information**. Offerors should present this information in concise easy to read/understand format, providing the required information including:

1. Company name
2. Project Name
3. Mailing address
4. Contact name
5. Phone number
6. Email address
7. Other Contact information, if applicable

COLLABORATION AND INTEGRATION APPROACH (10%): Coast RTA values a collaborative, transparent, and integrated working relationship between the consultant team, construction contractors, and Coast RTA staff. Proposers must provide a brief narrative describing their approach to fostering effective collaboration and ensuring seamless integration across all project stakeholders.

The narrative should address:

- **Communication Strategies** – How the team will maintain clear, consistent communication with Coast RTA and other stakeholders throughout the life of each task order

- **Team Integration** – Methods for integrating subconsultants, contractors, and Coast RTA staff into a unified project team
- **Conflict Resolution** – Approach to identifying and resolving issues proactively
- **Decision-Making Processes** – How decisions will be made collaboratively and transparently
- **Tools and Technology** – Use of project management platforms, collaboration tools, or other systems to support coordination

Proposers must also include **at least one example** of a past project where the proposed team (or key personnel) successfully implemented a collaborative approach. The example should briefly describe:

- The project context and stakeholders involved
- The collaboration methods used
- Challenges encountered and how they were addressed
- Outcomes and lessons learned

Page Limit: The Collaboration and Integration Approach narrative, including the example of past collaboration, must not exceed **one (1) page**.

Proposals will be evaluated based on the clarity, feasibility, and effectiveness of the proposed approach, as well as the team's demonstrated ability to collaborate successfully in a public agency environment.

BUDGET AND COST CONSIDERATIONS (10%)

- Provide a non-binding cost proposal for preconstruction services according to the scope of services defined above. This cost proposal will serve as the starting point for negotiations with the selected team.
- Provide proposed General Conditions / Requirements – in the form of a non-binding estimated breakdown.
- Provide management personnel labor rates, including superintendents
- Provide your fee (as a percentage of the cost of work) – the fee definition is as follows: “profit and all off-site overhead.”
- Provide your insurance rate (as a percentage of the cost of work)



- Provide the following forms filled out with your response:

Attachment (F) Coast Cost Proposal Form

Attachment (G) Coast Labor Rates Staffing Plan

SUMMARY OF EVALUATION CRITERIA

Task	Percentage
Project Approach and Understanding	30%
Relevant Example Projects	25%
Staffing Plan and Team Experience	25%
Collaboration and Integration	10%
Cost Proposal	10%
TOTAL	100%

ANTICIPATED SCHEDULE

DATE	ACTION
Date	Task
December 22, 2025	Issue RFQ and Advertise in SCBO
January 2, 2026	RFQ Conference (virtual, attendance recommended but not mandatory) 11:00 am (EST). Contact Candace Brown at cbrown@coastrta.com ; (843) 438-3112 for information.
January 7, 2026	Deadline for RFQ Questions (12:00 Noon EST), via email to Candace Brown at cbrown@coastrta.com ; (843) 438-3112
January 14, 2026	Responses to RFQ Questions Provided
January 30, 2026	RFQ Submittals Due (12:00 Noon EST), virtual submission, to procurement@coastrta.com
February 10, 2026	Identify Shortlist of Top Firms
February 17-19, 2026	Interviews with Shortlisted Firms, if applicable (in-person)
February 24, 2026	Notification of Selection

CONTENTS FOR STATEMENT OF QUALIFICATIONS

- **Response Format:** Responses to this RFQ should be succinct and specific
- **Electronic Submission:** Submit electronic response through the designated online submission method (details provided in the RFQ).
- **Cover Letter:** Include a cover letter of no more than one (1) page
- **Page Definition:** One (1) page is considered one side of an 8.5x11 sheet of paper.
- **Page Limit:** The total submission shall not exceed 30 pages.
- This total excludes the one (1) page cover letter and seven (7) required forms/attachments (Attachments A-G). These attachments are not counted towards the 30-page maximum. Detailed resumes may be included as an attachment and do not count toward the page limit.

Submit by 12:00 Noon, January 30, 2026

PERSONNEL

The successful Offeror shall enforce strict discipline and good order among its employees and other persons carrying out the contract. The successful Offeror shall not permit the employment of unfit persons or persons not skilled in the tasks assigned to them.

RECEIPT OF SUBMISSION

State law requires that a copy of the submission be received no later than the date and time specified in the Request for Qualifications. Offerors should ensure timely electronic submission of their proposals by the deadline. Any proposals received after the scheduled deadline will be immediately disqualified in accordance with the SC Consolidated Procurement Code and Regulations.

PREPARATION OF SUBMISSION

All submissions should be complete, carefully worded, and must convey all of the information requested in the RFQ. If significant errors are found in the Offeror's proposal, or if the submission fails to conform to the essential requirements of the RFQ, the Procurement Officer will determine whether the variance is significant enough to reject the proposal as being non-responsive and/or non-responsible.

Submissions should be prepared simply and economically, providing a straightforward, concise description of the Offeror's capabilities to satisfy the



requirements of the RFQ. Emphasis should be on completeness and clarity of content.

PROPRIETARY/CONFIDENTIAL INFORMATION

All offerors must visibly mark as "Confidential" each part of their submission, which they consider to contain proprietary information. All offerors should consider that staff from the Owner's Representative and Architect will be reviewing all material provided as part of each submittal.

ALL UNMARKED PAGES WILL BE SUBJECT TO RELEASE IN ACCORDANCE WITH THE GUIDELINES SET FORTH UNDER SECTION 11-35-410 OF THE CONSOLIDATED PROCUREMENT CODE

Privileged and confidential information is defined as "information in specific detail not customarily released to the general public, the release of which might cause harm to the competitive position of the part supplying the information." The examples of such information provided in the statute are:

- 1. Customer lists**
- 2. Design recommendations and identification of prospective problem areas under an RFQ**
- 3. Design concepts, including methods and procedures**
- 4. Biographical data on key employees of the offeror.**

Evaluative documents pre-decisional in nature such as inter or intra-agency memoranda containing technical evaluations and recommendations are exempted so long as the contract award does not expressly adopt or incorporate the inter- or intra-agency memoranda reflecting the pre-decisional deliberations.

NOTE: MARKING YOUR ENTIRE PROPOSAL CONFIDENTIAL/PROPRIETARY IS NOT IN CONFORMANCE WITH THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT.

GENERAL PROVISIONS

RIGHT TO REJECT

Coast RTA reserves the right to reject any and all submissions and to cancel the solicitation.

PRICE NEGOTIATION

Coast RTA will discuss and negotiate pricing and contract terms with the selected responsive and responsible offeror prior to award and award a contract to the firm/person offering the most favorable terms to the authority.

QUALIFICATIONS OF OFFEROR

Offeror must furnish satisfactory evidence of its ability to furnish products or services in accordance with the terms and conditions of these specifications. Coast RTA reserves the right to make the final determination as to the submitter's ability to provide the services requested herein.

OFFEROR'S RESPONSIBILITY

Each firm/individual shall fully acquaint itself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this solicitation. The failure or omission of a firm/individual to acquaint itself with existing conditions shall in no way relieve it of any obligation with respect to this solicitation or to the contract. By submission of an offer, the firm/individual is guaranteeing that all services will meet the requirements set forth in the solicitation during the contract period.

AMENDMENTS

Any verbal comments or discussions by officials with Coast RTA or the Selection Committee relative to this solicitation cannot add, delete, or modify any written provision. Any alteration must be in the form of a written amendment to all firms/individuals in receipt of the RFQ.

DISCUSSION WITH RESPONSIVE OFFERORS

By submission of an offer, the offeror agrees that during the period following issuance of this RFQ and prior to final award of contract, the offeror shall not discuss this Procurement with any party except Coast RTA, the Project Manager, or other parties specifically designated in this solicitation. Discussions may be conducted with responsive firms/individuals who submit submissions for the purpose of clarification to assure full understanding of the requirements of the RFQ. All firms/individuals, whose submission, in Coast RTA's sole judgment, needing clarification shall be accorded such an opportunity.

AWARD

An award resulting from this solicitation shall be awarded to the responsive and

responsible offeror whose submission ranks highest according to the evaluation criteria and having reached an agreement on price during negotiations. Once a firm is selected, the Chief Executive Officer of Coast RTA will make the final recommendation to the Coast RTA Board of Directors for approval. If a negotiated agreement cannot be reached with the selected firm, negotiations are then conducted with the next most qualified firm.

RIGHT TO PROTEST

Any firm/individual desiring to exercise rights under Section 11-35-4210 (Right to Protest) of the South Carolina Consolidated Procurement Code should direct all correspondence to Brian Piascik, General Manager/CEO, 1418 Third Ave., Conway, SC, 29526 within fifteen (15) days of the date of the issuance of the Request for Qualifications or within ten (10) days of the date award or notification of intent to award.

RIGHT OF NON-COMMITMENT OR REJECTION

This solicitation does not commit Coast RTA to award a contract, to pay any costs incurred in the preparation of a submission, or to procure or contract for the articles of goods or services. Coast RTA reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety this solicitation if it is in the best interest of Coast RTA to do so.

INTENT TO PERFORM

This solicitation is intended to promote competition. It shall be the firm's/individual's responsibility to advise Coast RTA's Procurement Manager if any language, specifications, terms and conditions, etc., or any combinations thereof, inadvertently restricts or limits the requirements stated in this RFQ to a single source. Such notification must be submitted in writing, and must be received by Coast RTA's Procurement Manager within fifteen (15) days of the date of issue. A review of such notifications will be made.

FUNDING

The firm/individual shall agree that funds expended for the purposes of the contract must be appropriated for each fiscal year included within the contract period. Therefore, the contract shall automatically terminate without penalty or termination costs if such funds are not appropriated. In the event that funds are not appropriated for the contract, the firm/individual shall not prohibit or otherwise limit Coast RTA's right to pursue and contract for alternate solutions.

and remedies as deemed necessary by Coast RTA for the conduct of its affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the contract.

FORCE MAJURE

Any primary firm awarded a contract shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the primary firm. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of government in either its sovereign or contractual capacity, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the primary firm. If the failure to perform is caused by default of a subcontracting firm, and without the fault or negligence of either of them, the primary firm shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontracting firm were obtainable from other sources in sufficient time to permit the primary firm to meet the required delivery schedule.

GEOGRAPHIC PREFERENCES

Geographic location may be a selection criterion in procurements for architectural and engineering (CMAR) services provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

PROCUREMENT OF CONSTRUCTION MANAGER AT RISK SERVICES (CMAR)

Coast RTA will use qualifications-based competitive proposal procedures (i.e., Brooks Act procedures) when contracting for CMAR services. Services subject to this requirement are program management, construction management, feasibility studies, preliminary engineering, design, architectural, engineering, surveying, mapping, and related services.

The Brooks Act requires a qualifications-based procurement method for the selection of construction firms. Price is excluded as an evaluation factor, and negotiations are conducted with the most qualified firm only. If an agreement cannot be reached on price with the most qualified firm, negotiations are formally terminated with that firm, thereby rejecting that firm's proposal, and the grantee cannot return to this firm at a later date to resume negotiations. Negotiations are then conducted with the next most qualified firm. This process continues until a



negotiated agreement is reached which the grantee considers to be fair and reasonable.

INSURANCE REQUIREMENTS

Insurance shall be in such form as it will protect the Independent Contractor from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract whether such operation by himself or anyone directly or indirectly employed by him. Coast RTA should be named as additionally insured.

Amount of Insurance:

Comprehensive General Liability: Bodily injury or Property Damage \$1,000,000 each occurrence and general aggregate.

Professional Liability: \$1,000,000 each occurrence.

Workers' Compensation Insurance with South Carolina statutory limits (as applicable).

Automobile Liability in an amount not less than \$500,000.

The Contractor shall submit evidence of insurance to Waccamaw Regional Transportation Authority, DBA The Coast RTA, at the time of or prior to execution of the contract. If the insurance as evidenced by the certificates furnished by the Contractor expires, or is cancelled during the term of the contract, services and related payments will be suspended. The Contractor shall procure and maintain the required liability insurance and provide proof thereof to the Authority within ten (10) days following the expiration/cancellation of the prior policy.

AMENDMENTS

Verbal comments or discussions by Waccamaw Regional Transportation Authority, relative to this solicitation cannot add, delete, or modify any written provision. Any alteration must be in the form of a written amendment to firms/individuals.

If it becomes necessary to revise any part of the RFQ, an amendment will be provided to all eligible firms/individuals.

All offerors shall complete and submit with their submission, Attachment D: VERIFICATION OF RECEIPT OF AMENDMENTS IF APPLICABLE.

APPLICABILITY OF THIRD-PARTY CONTRACT PROVISIONS

(Excluding Micro-Purchases, Except for Construction Contracts over \$2,000)

FEDERALLY REQUIRED CONTRACT CLAUSES

Updated 01/2022

The successful contractor is expected to be familiar with and meet all stated or otherwise applicable federal clauses and standards. FTA third party contract clauses can be obtained through “Procurement Pro,” an online procurement management system produced by National RTAP. Procurement Pro is available through the following webpage: <http://www.nationalrtap.org/>

Recipients are responsible for evaluating these requirements for relevance and applicability to each procurement. A master list of all federal clauses is included in the toolkits. Recipients should work with the Coast RTA Procurement Contact to ensure completeness of contract clauses.

LEGAL MATTERS AFFECTING FEDERAL GOVERNMENT

The Offeror shall promptly notify the Contracting Agency of any current or prospective legal matter that may affect the Federal Government’s interest in this project. This requirement applies to all procurement transactions of \$25,000 or more and to all non-procurement awards regardless of amount.

The Contracting Agency shall notify the FTA Chief Counsel and Regional Counsel as required. This clause shall be included in all third-party agreements and subcontracts at every tier for any “covered transaction” as defined in **2 CFR §§ 180.220 and 1200.220**.

(Appendix A - Governing Documents)

FEDERALLY REQUIRED AND OTHER MODEL CONTRACT CLAUSES

1. No Government Obligation to Third Parties
2. Fraud and False or Fraudulent Statements and Related Acts
3. Access to Records and Reports
4. Federal Changes
5. Termination
6. Civil Rights Requirements
7. Disadvantaged Business Enterprises (DBE)
8. Incorporation of Federal Transit Administration (FTA) Terms

9. Government-Wide Debarment and Suspension
10. Breaches and Dispute Resolution
11. Lobbying
12. Clean Air
13. Clean Water Requirements
14. Fly America Requirements
15. Prompt Payment
16. Seismic Safety Requirements
17. Patent and Rights in Data
18. Rights in Data and Copyright Requirements
19. Energy Conservation Requirements
20. ADA Access
21. Brooks Act

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

(A) The Offeror acknowledges that the provisions of the **Program Fraud Civil Remedies Act of 1986**, as amended (31 U.S.C. §§ 3801 et seq.), and U.S. Department of Transportation regulations at **49 CFR Part 31**, apply to its actions pertaining to this project. Upon execution of the underlying contract, the Offeror certifies or affirms the truthfulness and accuracy of any statements it has made, makes, may make, or causes to be made in connection with the contract or the FTA-assisted project for which this contract work is being performed. In addition

to other penalties that may be applicable, the Offeror acknowledges that if it makes or causes to be made a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act to the extent it deems appropriate.

(B) The Offeror further acknowledges that if it makes or causes to be made a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract financed in whole or in part with Federal assistance originally awarded by FTA under **49 U.S.C. § 5307**, the Government reserves the right to impose the penalties of **18 U.S.C. § 1001** and **49 U.S.C. § 5307(n)(1)** on the Offeror, to the extent it deems appropriate.

(C) The Offeror agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. These clauses shall not be modified, except to identify the subcontractor subject to the provisions.

ACCESS TO RECORDS AND REPORTS

The following access to records requirements apply to this Contract:

(A) Local Government Recipients

If the Purchaser is a local government and is the FTA Recipient or a subgrantee thereof, in accordance with 49 CFR § 18.36(i), the Offeror agrees to provide the Purchaser, the Federal Transit Administration (FTA) Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records directly pertinent to this contract for the purpose of audits, examinations, excerpts, and transcriptions. Pursuant to 49 CFR § 633.17, the Offeror also agrees to provide access to records and construction sites related to any major capital project (as defined in 49 U.S.C. § 5302(a)(1)) receiving federal assistance under 49 U.S.C. §§ 5307, 5309, or 5311.

(B) State Recipients

If the Purchaser is a State and is the FTA Recipient or a subgrantee thereof, the Offeror agrees to provide the same access as described above, including to any FTA Project Management Oversight (PMO) Contractor, for major capital projects exceeding the simplified acquisition threshold (currently \$250,000).

(C) Nonprofit and Educational Institutions

If the Purchaser is an institution of higher education, hospital, or other nonprofit organization and is the FTA Recipient or subgrantee, in accordance with 49 CFR § 19.48, the Offeror agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records directly pertinent to this contract for the purpose of audits, examinations, excerpts, and transcriptions.

(D) Non-Competitive Capital Projects

If the Purchaser enters into a contract for a capital project or improvement (as defined in 49 U.S.C. § 5302(a)(1)) through other than competitive bidding, in accordance with 49 U.S.C. § 5325(a), the Offeror shall make available all records related to the contract to the Purchaser, the Secretary of Transportation, and the Comptroller General or their authorized representatives for audit and inspection.

(E) Reproduction of Records

The Offeror agrees to permit any of the above parties to reproduce or copy excerpts and transcriptions of records as reasonably needed.

(F) Record Retention

The Offeror agrees to maintain all required books, records, accounts, and reports for a period of not less than three (3) years after the date of termination or expiration of this contract. In the event of litigation, claims, or audit findings, records shall be retained until all such matters are fully resolved. (49 CFR § 18.39(i)(11))

Access to Records Requirements by Contract Type and Grantee Status

Contract Type	State Grantee	Non-State Grantee
Contracts Below SAT (<\$250,000)	None	Yes (if FTA-funded)
Contracts Above SAT / Capital Projects		

Contract Type	State Grantee	Non-State Grantee
- Operational Service	None unless non-competitive award	Yes
- Turnkey	State must pass through requirements to contractor	Yes
- Construction	None unless non-competitive award	Yes
- Architectural & Engineering	None unless non-competitive award	Yes
- Acquisition of Rolling Stock	None unless non-competitive award or funded through §§ 5307/5309/5311	Yes
- Professional Services	None unless non-competitive award	Yes

FEDERAL CHANGES

The Offeror agrees to comply with all applicable Federal Transit Administration (FTA) regulations, policies, procedures, and directives, including but not limited to those set forth or incorporated by reference in the FTA Master Agreement in effect at the time of contract execution, as may be amended during the term of this contract. Failure to comply with these requirements shall constitute a material breach of contract and may result in termination or other remedies as provided under this contract and applicable law.

TERMINATION

A. Termination for Convenience

The Contracting Agency may terminate this contract, in whole or in part, by written notice to the Contractor when it is in the best interest of the State. Upon

receipt of such notice, the Contractor shall immediately stop work and take all reasonable steps to minimize costs incurred on the terminated portion of the contract. The Contractor shall be paid for work performed and accepted up to the effective date of termination, including reasonable contract close-out costs. The Contractor shall submit a termination claim within the time specified in the notice. Any property furnished by the Contracting Agency shall be returned or disposed of as directed.

B. Termination for Default

The Contracting Agency may terminate this contract for default if the Contractor fails to deliver supplies or perform services within the time specified, or fails to comply with any other provisions of the contract. Termination shall be effected by written notice specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with contract requirements. The Contracting Agency may also recover re-procurement costs and other damages as permitted by law.

C. Opportunity to Cure

At its sole discretion, the Contracting Agency may provide the Contractor a period of up to ten (10) calendar days to cure any defect or default prior to termination. The notice of termination shall specify the time allowed for cure and any conditions that must be met. Failure to cure within the specified period may result in termination for default.

D. Waiver of Remedies

Any waiver by the Contracting Agency of its rights or remedies for any breach of this contract shall not constitute a waiver of any subsequent breach. All waivers must be in writing and signed by an authorized representative of the Contracting Agency.

E. Termination for Convenience – Professional or Transit Services

For contracts involving professional or transit services, the Contracting Agency may terminate this contract, in whole or in part, by written notice when it is in the State's interest. Payment shall be limited to services rendered and accepted prior to the effective date of termination, in accordance with the contract's payment provisions.

F. Termination for Default – Supplies and Services

If the Contractor fails to deliver supplies or perform services within the time specified or fails to comply with any contract provisions, the Contracting Agency may terminate this contract for default. Written notice shall specify the nature of

the default. Payment shall be limited to supplies delivered and accepted or services performed in accordance with contract terms.

G. Termination – Cost-Type Contracts

For cost-type contracts, the Contracting Agency may terminate this contract, in whole or in part, by written notice specifying whether the termination is for convenience or default. If terminated for default, the notice shall describe the Contractor's failure to perform. The Contractor shall account for any property paid for with funds from the Contracting Agency or supplied by the Contracting Agency. If the contract provides for a fee, the Contracting Agency may adjust the fee proportionally to the value of work performed. The Contractor shall submit a termination claim, and the parties shall negotiate a settlement in accordance with applicable laws and contract terms.

CIVIL RIGHTS REQUIREMENTS

a. Nondiscrimination

In accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d), Section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102), Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12132), and Federal transit law (49 U.S.C. § 5332), the Contractor agrees that it will not discriminate against any employee or applicant for employment or any program participant because of race, color, creed, national origin, sex, age, or disability. The Contractor also agrees to comply with all applicable federal implementing regulations and any additional requirements issued by the Federal Transit Administration (FTA).

b. Equal Employment Opportunity

The following equal employment opportunity requirements apply to this contract:

1. Race, Color, Creed, National Origin, Sex

In accordance with Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e) and 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor regulations (41 CFR Parts 60), which implement Executive Order 11246, as amended by Executive Order 11375. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, creed, national origin, sex, or age. This includes, but is not limited to: employment, upgrading, demotion, transfer, recruitment, layoff, termination, compensation, and selection for training, including

apprenticeship.

2. Age

In accordance with Section 4 of the Age Discrimination in Employment Act of 1967 (29 U.S.C. § 623) and 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees based on age.

3. Disability

In accordance with Section 102 of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12112), the Contractor agrees to comply with the regulations of the U.S. Equal Employment Opportunity Commission (29 CFR Part 1630) pertaining to employment of persons with disabilities.

c. Inclusion in Subcontracts

The Contractor agrees to include these requirements in each subcontract financed in whole or in part with federal assistance provided by FTA, modified only as necessary to identify the affected parties.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for DBE participation is 10%, and Waccamaw Regional Transportation Authority (WRTA) has established an overall DBE goal of 6.91%. A contract-specific DBE goal of 6% has been set for this project.

Offerors must make good faith efforts to achieve this goal by soliciting and utilizing certified DBE firms listed in the South Carolina Department of Transportation Unified Certification Program (UCP). If the goal cannot be met, the Offeror must provide documentation demonstrating its good faith efforts in accordance with 49 CFR § 26.53.

A. Nondiscrimination

The Offeror shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure to comply is a material breach of contract and may result in termination or other remedies.

Each subcontract must include the nondiscrimination assurance required by 49 CFR § 26.13(b).

B. Prompt Payment

The Offeror shall comply with the prompt payment provisions of 49 CFR § 26.29, which require prime contractors to pay subcontractors for satisfactory performance no later than 30 days after receiving payment from Coast RTA. These provisions apply to all subcontractors, regardless of DBE status.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain standard terms and conditions required by the U.S. Department of Transportation (DOT), whether or not expressly stated in this contract. All contractual provisions required by DOT, as set forth in FTA Circulars, regulations, and the FTA Master Agreement, are hereby incorporated by reference.

In the event of a conflict between any contract provision and an FTA-mandated requirement, the FTA requirement shall prevail.

The Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any request by Waccamaw Regional Transportation Authority (WRTA) that would cause WRTA to be in violation of FTA requirements.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that neither it, its principals (as defined at 49 CFR § 29.995), nor its affiliates (as defined at 49 CFR § 29.905) are excluded or disqualified as defined at 49 CFR §§ 29.940–29.945.

The Contractor agrees to comply with the requirements of 49 CFR Part 29, Subpart C, and to include a similar provision in any lower-tier covered transactions.

By signing and submitting its offer to Waccamaw Regional Transportation Authority (WRTA), the Offeror certifies that this certification is a material representation of fact relied upon by WRTA. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to remedies available to WRTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The Offeror further agrees to include a provision requiring such compliance in its

lower-tier covered transactions.

BREACHES AND DISPUTE RESOLUTION

Disputes: Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of Coast RTA's Chief Executive Officer. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Chief Executive Officer. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Chief Executive Officer shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute: Unless otherwise directed by the Procuring Agency, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies: Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Procuring Agency and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Procuring Agency is located.

Rights and Remedies: The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by Coast RTA or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

LOBBYING

In accordance with the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352), as amended by the Lobbying Disclosure Act of 1995, and implemented at 49 CFR

Part 20, Offerors or Contractors who apply for or bid on an award of \$100,000 or more shall file the required certification stating that no federal appropriated funds have been used to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, loan, or cooperative agreement.

Each tier of subcontractor shall certify to the tier above that it has not and will not use federal appropriated funds for such lobbying activities. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds regarding the federal award. These disclosures shall be forwarded from tier to tier up to the recipient.

Failure to comply may result in civil penalties ranging from \$10,000 to \$100,000 per violation.

CLEAN AIR

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

CLEAN WATER REQUIREMENTS

The Offeror agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

FLY AMERICA REQUIREMENTS

The Offeror agrees to comply with the Fly America Act (49 U.S.C. § 40118) and the implementing regulations of the General Services Administration at 41 CFR Part 301-10, which require that U.S. flag air carriers be used for all U.S. Government-financed international air travel and transportation of personal effects or property, to the extent such service is available.

If a foreign air carrier is used, the Offeror shall submit an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was

not available or why it was necessary to use a foreign air carrier. The Offeror shall also provide a certificate of compliance with the Fly America requirements.

The Offeror agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

SEISMIC SAFETY REQUIREMENTS

The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the seismic safety standards required by U.S. Department of Transportation Seismic Safety Regulations (49 CFR Part 41). The Contractor shall certify compliance with these standards to the extent required by the regulation.

The Contractor also agrees to ensure that all work performed under this contract, including work performed by subcontractors, complies with the applicable seismic safety standards and any certification of compliance issued for the project.

PATENT AND RIGHTS IN DATA

A. Rights in Data

The following requirements apply to each contract involving experimental, developmental or research work:

(1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

(2) The following restrictions apply to all subject data first produced in the performance of the contract:

(a) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have

either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

(b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and
2. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.

(c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor agree to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the work is not completed for any reason, all data developed shall become subject data and shall be delivered as the Federal Government may direct. This does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance.

(d) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract.

(e) Nothing in this clause shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right

otherwise granted to the Federal Government under any patent.

(f) Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the contract is exempt from the requirements of subsections (b), (c), and (d), provided that the Purchaser or Contractor identifies that data in writing at the time of delivery.

(g) Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

(3) Unless the Federal Government later makes a contrary determination in writing, the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(4) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

B. Patent Rights

The following requirements apply to each contract involving experimental, developmental, or research work:

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract, and that invention, improvement, or discovery is patentable under the laws of the United States or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

(2) Unless the Federal Government later makes a contrary determination in writing, the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole



or in part with Federal assistance provided by FTA.

ENERGY CONSERVATION REQUIREMENTS

The Offeror agrees to comply with mandatory standards and policies relating to energy efficiency, as contained in the **state energy conservation plan** issued in compliance with the **Energy Policy and Conservation Act** (42 U.S.C. § 6321 *et seq.*)

ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES (ADA)

Offeror shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Offeror shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 *et seq.*, which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

TERM OF CONTRACT - OPTION TO RENEW

The initial contract will be three (3) years, and there will be five (5) one (1) year renewal options. At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of one (1) year unless contractor receives notice that the Agency elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award.



RFQ Submission Instructions

Submissions are to be labeled "Statement of Qualifications for Master Services Agreement for Construction Manager at Risk Services - RFQ #2025_02"

Proposals must be submitted electronically by 12:00 (Noon) EST, January 30, 2026.

Any submission received after the deadline will be denied.

Electronic Submittal: All submittals (60MB limit) must be delivered via email to procurement@coastrta.com.

An email receipt will follow each submittal.

Please call Candace Brown, (843) 438-3112 if a receipt email is not received.

Coast RTA is not responsible for electronic submission errors.



Attachment (A)
SUSPENSION AND DEBARMENT
(To Be Completed By Offeror)

This submission is a covered transaction for purposes of **49 CFR Part 29**. As such, the proposer is required to verify that none of the proposer, its principals (as defined at **49 CFR § 29.995**), or affiliates (as defined at **49 CFR § 29.905**) are excluded or disqualified as defined at **49 CFR §§ 29.940 and 29.945**.

The proposer is required to comply with **49 CFR Part 29, Subpart C**, and must include a requirement to comply with Subpart C in any lower-tier covered transaction it enters into.

By signing and submitting its proposal, the proposer certifies as follows:
This certification is a **material representation of fact** upon which reliance was placed by the recipient.

If it is later determined that the proposer knowingly rendered an erroneous certification, in addition to other remedies available to the recipient, the **Federal Government may pursue available remedies**, including but not limited to **suspension and/or debarment**.

The proposer agrees to comply with the requirements of **49 CFR Part 29, Subpart C**, while this offer is valid and throughout the period of any contract that may arise from this offer.

The proposer further agrees to include a provision requiring such compliance in its **lower-tier covered transactions**.

Proposer: _____

Signature of Authorized Official _____

Date _____

Title: _____



Attachment (B)
CERTIFICATION OF NON-COLLUSION

(To Be Completed By Offeror and Also Must Be Notarized)

By submission of this Proposal, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint Proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

1. The prices in this Proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any other matter relating to such prices with any other Proposer or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competition; and
3. No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purposes of restricting competition.

Dated: _____

Company Name: _____

Signature: _____

NOTARY:

Subscribed and sworn before me this _____ day of, 20__.

_____; My commission expires __, 2



Attachment (C)
CERTIFICATION OF COMPLIANCE WITH FEDERAL LOBBYING
REGULATIONS
(To Be Completed by Offeror)

The undersigned certifies to the best of his/her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in with the awarding of ANY federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By: _____ (Signature of Company Official)

_____ (Date)

_____ (Official's Title)



Attachment (D)
VERIFICATION OF RECEIPT OF AMENDMENTS
(To Be Completed by Offeror)

Receipt of Amendment (if any) – Please sign, verifying receipt of all amendments.

Verify with procurement officer to ensure that all amendments have been received prior to signing.

_____ Amendment Number/Date

_____ Amendment Number/Date

_____ Amendment Number/Date

This document must be signed and returned with your submission, even if no amendment has been issued!

_____ Signature

_____ Company

_____ Date



Attachment (E)

DBE UNAVAILABLE; GOOD FAITH EFFORT CERTIFICATION

(This form is not required at this time due to current federal guidance.)

DBE Good Faith Effort Checklist

The following checklist is based on 49 CFR Part 26, Appendix A. Offerors should retain documentation supporting each item checked.

- Solicited DBE firms through all reasonable and available means (e.g., written notices, emails, phone calls).
- Provided DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner.
- Followed up with interested DBEs to answer questions and encourage participation.
- Advertised opportunities in minority-focused media or trade publications.
- Attended pre-bid meetings or outreach events to connect with DBEs.
- Assisted interested DBEs in obtaining bonding, lines of credit, or insurance.
- Negotiated in good faith with interested DBEs and did not reject them without sound reasons.
- Provided written explanations for DBEs not selected, including comparative quotes if applicable.
- Used available DBE directories and outreach organizations to identify qualified DBEs.
- Included DBE participation in all scopes of work where DBEs are available.

DBE Contact Log and Availability Certification

I, _____ (Name) _____ (Title)

of _____ (Prime Offeror) Certify that on _____ (Date)

I contacted or attempted to contact the following Disadvantaged Business Enterprise to obtain a proposal for the following work items:

Disadvantaged Contractor	Work Items Sought	Form of Proposal Sought (i.e., unit price, materials & labor, labor only, etc.)

To the best of my knowledge and belief, said Disadvantaged Business Enterprise was unavailable for work on this project, or unable to prepare a proposal for the following reason(s):

Signature: _____

Date: _____



Appendix: AIA Document A133

DRAFT AIA® Document A133™ – 2009

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

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

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

« »
« »

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

« »
« »

for the following Project:
(Name and address or location)

« »
« »

The Architect:
(Name, legal status and address)

« »
« »

The Owner's Designated Representative:
(Name, address and other information)

« »
« »
« »
« »
« »
« »

The Construction Manager's Designated Representative:
(Name, address and other information)

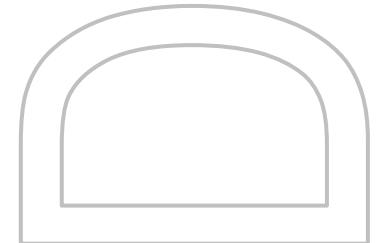
« »
« »
« »
« »
« »
« »

The Architect's Designated Representative:

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.

AIA Document A201™-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.



ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

(Name, address and other information)

« »
« »
« »
« »
« »
« »

The Owner and Construction Manager agree as follows.



TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES
- 3 OWNER'S RESPONSIBILITIES
- 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
- 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES
- 6 COST OF THE WORK FOR CONSTRUCTION PHASE
- 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES
- 8 INSURANCE AND BONDS
- 9 DISPUTE RESOLUTION
- 10 TERMINATION OR SUSPENSION
- 11 MISCELLANEOUS PROVISIONS
- 12 SCOPE OF THE AGREEMENT

EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 2.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

§ 1.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 1.3 General Conditions

For the Preconstruction Phase, AIA Document A201™-2007, General Conditions of the Contract for Construction, shall apply only as specifically provided in this Agreement. For the Construction Phase, the general conditions of the contract shall be as set forth in A201-2007, which document is incorporated herein by reference. The term "Contractor" as used in A201-2007 shall mean the Construction Manager.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2. The Construction Manager's Construction Phase responsibilities are set forth in Section 2.3. The Owner and Construction Manager 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. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.1 Preconstruction Phase

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

§ 2.1.2 Consultation

The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall advise the Owner and the Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations consistent with the Project requirements to the Owner and Architect on constructability; availability of materials and labor; 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.

§ 2.1.3 When Project requirements in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule 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 identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of the Owner.

§ 2.1.4 Phased Construction

The Construction Manager shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, or phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.

§ 2.1.5 Preliminary Cost Estimates

§ 2.1.5.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 2.1.5.2 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, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action.

§ 2.1.6 Subcontractors and Suppliers

The Construction Manager shall develop bidders' interest in the Project.

§ 2.1.7 The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed

Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 2.1.8 Extent of Responsibility

The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 2.1.9 Notices and Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi governmental authorities for inclusion in the Contract Documents.

§ 2.2 Guaranteed Maximum Price Proposal and Contract Time

§ 2.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager and in consultation with the Architect, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, including contingencies described in Section 2.2.4, and the Construction Manager's Fee.

§ 2.2.2 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Construction Manager shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 2.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 2.2.2, to supplement the information provided by the Owner and contained in the Drawings and Specifications;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, contingency, and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 2.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include its contingency for the Construction Manager's exclusive use to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order.

§ 2.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner and Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 2.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The

Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 2.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase, unless the Owner provides prior written authorization for such costs.

§ 2.2.8 The Owner shall authorize the Architect to provide the revisions to the Drawings and Specifications to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications.

§ 2.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 2.3 Construction Phase

§ 2.3.1 General

§ 2.3.1.1 For purposes of Section 8.1.2 of A201–2007, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 2.3.1.2 The Construction Phase shall commence upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal or the Owner's issuance of a Notice to Proceed, whichever occurs earlier.

§ 2.3.2 Administration

§ 2.3.2.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect. The Owner shall then determine, with the advice of the Construction Manager and the Architect, which bids will be accepted. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 2.3.2.2 If the Guaranteed Maximum Price has been established and when a specific bidder (1) is recommended to the Owner by the Construction Manager, (2) is qualified to perform that portion of the Work, and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount and time requirement of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 2.3.2.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract is awarded on a cost plus fee basis, the Construction Manager shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Section 6.11 below.

§ 2.3.2.4 If the Construction Manager recommends a specific bidder that may be considered a "related party" according to Section 6.10, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction, according to Section 6.10.2.

§ 2.3.2.5 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner and Architect.

§ 2.3.2.6 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and submittal schedule in accordance with Section 3.10 of A201–2007.

§ 2.3.2.7 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 required by the Owner. The Construction Manager shall also keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 2.3.2.8 The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 2.3.2.7 above.

§ 2.4 Professional Services

Section 3.12.10 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 2.5 Hazardous Materials

Section 10.3 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

ARTICLE 3 OWNER'S RESPONSIBILITIES

§ 3.1 Information and Services Required of the Owner

§ 3.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 3.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Construction Manager may only request such evidence if (1) the Owner fails to make payments to the Construction Manager as the Contract Documents require, (2) a change in the Work materially changes the Contract Sum, or (3) the Construction Manager identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Construction Manager and Architect.

§ 3.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. 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.

§ 3.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 3.1.4.1 The Owner shall furnish tests, inspections and reports required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 3.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a 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 necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including invert and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 3.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include but are not limited to 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.

§ 3.1.4.4 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 3.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2007, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 3.2.1 Legal Requirements. 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.

§ 3.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™–2014, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and the Architect, and any further modifications to the agreement.

ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 4.1 Compensation

§ 4.1.1 For the Construction Manager's Preconstruction Phase services, the Owner shall compensate the Construction Manager as follows:

§ 4.1.2 For the Construction Manager's Preconstruction Phase services described in Sections 2.1 and 2.2:
(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

« »

§ 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within « » (« ») months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 4.1.4 Compensation based on Direct Personnel Expense includes the direct salaries of the Construction Manager's personnel providing Preconstruction Phase services on the Project and the Construction Manager's costs for the mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

§ 4.2 Payments

§ 4.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 4.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid « » (« ») days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

« » % « »

ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 5.1 For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum in current funds. The Contract Sum is the Cost of the Work as defined in Section 6.1.1 plus the Construction Manager's Fee.

§ 5.1.1 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

« »

§ 5.1.2 The method of adjustment of the Construction Manager's Fee for changes in the Work:

« »

§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

« »

§ 5.1.4 Rental rates for Construction Manager-owned equipment shall not exceed « » percent (« » %) of the standard rate paid at the place of the Project.

§ 5.1.5 Unit prices, if any:

(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)

§ 5.2 Guaranteed Maximum Price

§ 5.2.1 The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, as it is amended from time to time. To the extent the Cost of the Work exceeds the Guaranteed Maximum Price, the Construction Manager shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner.

(Insert specific provisions if the Construction Manager is to participate in any savings.)

« »

§ 5.2.2 The Guaranteed Maximum Price is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

§ 5.3 Changes in the Work

§ 5.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Architect may make minor changes in the Work as provided in Section 7.4 of AIA Document A201–2007, General Conditions of the Contract for Construction. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 5.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Section 7.3.3 of AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 5.3.3 In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Section 7.3.3.3 of AIA Document A201–2007 and the term "costs" as used in Section 7.3.7 of AIA Document A201–2007 shall have the meanings assigned to them in AIA Document A201–2007 and shall not be modified by Sections 5.1 and 5.2, Sections 6.1 through 6.7, and Section 6.8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 5.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in the above-referenced provisions of AIA Document A201–2007 shall mean the Cost of the Work as defined in Sections 6.1 to 6.7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 5.1 of this Agreement.

§ 5.3.5 If no specific provision is made in Section 5.1.2 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 5.1.2 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 6.1 Costs to Be Reimbursed

§ 6.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7.

§ 6.1.2 Where any cost is subject to the Owner's prior approval, the Construction Manager shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing Guaranteed Maximum Price Amendment.

§ 6.2 Labor Costs

§ 6.2.1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 6.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site with the Owner's prior approval.

(If it is intended that the wages or salaries of certain personnel stationed at the Construction Manager's principal or other offices shall be included in the Cost of the Work, identify in Section 11.5, the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

§ 6.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 6.2.4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 6.2.1 through 6.2.3.

§ 6.2.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, with the Owner's prior approval.

§ 6.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.

§ 6.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 6.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ 6.4.2 Costs of materials described in the preceding Section 6.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 6.5.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 6.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item. Rates of Construction Manager-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ 6.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 6.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

§ 6.5.5 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 6.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 6.6 Miscellaneous Costs

§ 6.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 6.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Construction Manager is liable.

§ 6.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.

§ 6.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201–2007 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 6.7.3.

§ 6.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA Document A201–2007 or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

§ 6.6.6 Costs for electronic equipment and software, directly related to the Work with the Owner's prior approval.

§ 6.6.7 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 6.6.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 6.6.9 Subject to the Owner's prior approval, expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work.

§ 6.7 Other Costs and Emergencies

§ 6.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ 6.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.4 of AIA Document A201–2007.

§ 6.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Construction Manager and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 6.7.4 The costs described in Sections 6.1 through 6.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2007 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.8.

§ 6.8 Costs Not To Be Reimbursed

§ 6.8.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 6.2, or as may be provided in Article 11;
- .2 Expenses of the Construction Manager's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Sections 6.1 to 6.7;
- .4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .5 Except as provided in Section 6.7.3 of this Agreement, costs due to the negligence or failure of the Construction Manager, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Sections 6.1 to 6.7;
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .8 Costs for services incurred during the Preconstruction Phase.

§ 6.9 Discounts, Rebates and Refunds

§ 6.9.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 6.9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 6.9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.10 Related Party Transactions

§ 6.10.1 For purposes of Section 6.10, the term “related party” shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, the Construction Manager owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Construction Manager. The term “related party” includes any member of the immediate family of any person identified above.

§ 6.10.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3. If the Owner fails to authorize the transaction, the Construction Manager shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3.

§ 6.11 Accounting Records

The Construction Manager shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner’s auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager’s records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor’s proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 7.1 Progress Payments

§ 7.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Construction Manager as provided below and elsewhere in the Contract Documents.

§ 7.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 7.1.3 Provided that an Application for Payment is received by the Architect not later than the « » day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the « » day of the « » month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than « » (« ») days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 7.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, less that portion of those payments attributable to the Construction Manager’s Fee, plus payrolls for the period covered by the present Application for Payment.

§ 7.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager’s Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Construction Manager’s Applications for Payment.

§ 7.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 7.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201–2007;
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 Add the Construction Manager's Fee, less retainage of « » percent (« »%). The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of « » percent (« »%) from that portion of the Work that the Construction Manager self-performs;
- .5 Subtract the aggregate of previous payments made by the Owner;
- .6 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .7 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 7.1.8 The Owner and Construction Manager shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 7.1.9 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 7.1.10 In taking action on the Construction Manager's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections; or that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 7.2 Final Payment

§ 7.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract except for the Construction Manager's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect.

The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

« »

§ 7.2.2 The Owner's auditors will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document A201–2007. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201–2007. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 7.2.3 If the Owner's auditors report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201–2007. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 7.2.4 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings as provided in Section 5.2.1, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

ARTICLE 8 INSURANCE AND BONDS

For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance, and the Construction Manager shall provide bonds as set forth in Article 11 of AIA Document A201–2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

Type of Insurance or Bond	Limit of Liability or Bond Amount (\$0.00)
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ARTICLE 9 DISPUTE RESOLUTION

§ 9.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 9 and Article 15 of A201–2007. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 9.3 of this Agreement shall not apply.

§ 9.2 For any Claim subject to, but not resolved by mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

[« »] Arbitration pursuant to Section 15.4 of AIA Document A201–2007

[« »] Litigation in a court of competent jurisdiction

[« »] Other: (Specify)

« »

§ 9.3 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

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« »
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ARTICLE 10 TERMINATION OR SUSPENSION

§ 10.1 Termination Prior to Establishment of the Guaranteed Maximum Price

§ 10.1.1 Prior to the execution of the Guaranteed Maximum Price Amendment, 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, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Section 14.1.1 of A201-2007.

§ 10.1.2 In the event of termination of this Agreement pursuant to Section 10.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 4.1.

§ 10.1.3 If the Owner terminates the Contract pursuant to Section 10.1.1 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 10.1.2:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 10.2 Termination Subsequent to Establishing Guaranteed Maximum Price

Following execution of the Guaranteed Maximum Price Amendment and subject to the provisions of Section 10.2.1 and 10.2.2 below, the Contract may be terminated as provided in Article 14 of AIA Document A201–2007.

§ 10.2.1 If the Owner terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager pursuant to Sections 14.2 and 14.4 of A201–2007 shall not exceed the amount the Construction Manager would otherwise have received pursuant to Sections 10.1.2 and 10.1.3 of this Agreement.

§ 10.2.2 If the Construction Manager terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Section 14.1.3 of A201–2007 shall not exceed the amount the Construction Manager would otherwise have received under Sections 10.1.2 and 10.1.3 above, except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, utilizing as necessary a reasonable estimate of the Cost of the Work for Work not actually completed.

§ 10.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007. In such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201–2007, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 5.1 and 5.3.5 of this Agreement.

ARTICLE 11 MISCELLANEOUS PROVISIONS

§ 11.1 Terms in this Agreement shall have the same meaning as those in A201–2007.

§ 11.2 Ownership and Use of Documents

Section 1.5 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.3 Governing Law

Section 13.1 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.4 Assignment

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. Except as provided in Section 13.2.2 of A201–2007, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 11.5 Other provisions:

« »

ARTICLE 12 SCOPE OF THE AGREEMENT

§ 12.1 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 Owner and Construction Manager.

§ 12.2 The following documents comprise the Agreement:

- .1 AIA Document A133–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A201–2007, General Conditions of the Contract for Construction
- .3 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:

« »

.4 AIA Document E202™—2008, Building Information Modeling Protocol Exhibit, if completed, or the following:

« »

.5 Other documents:

(List other documents, if any, forming part of the Agreement.)

« »

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

OWNER *(Signature)*

« »« »

(Printed name and title)

CONSTRUCTION MANAGER *(Signature)*

« »« »

(Printed name and title)