

CONSTRUCTION MANAGEMENT/GENERAL CONTRACTOR AGREEMENT

THIS AGREEMENT is made and entered into this [DAY] day of [MONTH], 20[YEAR] by and between the JEFFERSON COUNTY SCHOOL DISTRICT NO. R-1 (hereinafter referred to as the "OWNER" or "School District") and [CM/GC name, type of entity], (hereinafter referred to as the "Construction Manager/General Contractor" or "CM/GC"), for services in connection with the following described Project:

[PROJECT NAME]

[PROJECT ADDRESS]

This contract shall be performed in conjunction with the services of the Architect for the Project, [NAME OF ARCHITECT OF RECORD]

Therefore, in consideration of the mutual covenants and provisions contained herein, the parties agree as follows:

1.0 THE PROJECT TEAM AND EXTENT OF AGREEMENT

1.1 The CM/GC accepts the relationship of trust and confidence established with the Owner by this Agreement. CM/GC covenants with the Owner to furnish its best skill and judgment and to cooperate with the Architect in furthering the interests of the Owner. CM/GC agrees to furnish efficient business administration and superintendence and to use its best efforts to perform the Work in the best and soundest way and in the most expeditious and economical manner consistent with the interests of the Owner.

1.2 The Project Team: The CM/GC, the Owner and the Architect, collectively referred to as the "Project Team", shall work from the beginning of design through construction completion. The CM/GC shall provide leadership to the Project Team on all matters relating to construction.

1.3 Extent of Agreement: This Agreement, the Supplementary Conditions and the General Conditions to the Agreement represent the entire agreement between the Owner and the CM/GC and supersede all prior negotiations, representations or agreements. At the start of this Agreement, and until the establishment of the Guaranteed Maximum Price (GMP), the contract Document shall consist of the following:

1.3.1 This CM/GC Agreement dated [DAY MONTH YEAR]

1.3.2 Jefferson County Public Schools General Conditions dated [MONTH YEAR]

1.3.3 Concept or schematic design documents prepared by the Architect and its consultants enumerated in Exhibit A and dated [DATE]

1.3.4 Request for Proposal for [PROJECT NAME], including Addenda Nos.

1.3.5 Designated Services and Method of Payment Matrix

1.4 When plans and specifications are complete, they shall be identified as part of the Contract Documents. This Agreement shall not be superseded by any provisions of the documents for construction and may be amended only by written instrument executed by both the Owner and the CM/GC. Nothing contained herein shall be deemed to create any contractual relationship between the CM/GC and the Architect, nor shall anything

contained herein be deemed to give any third party any claim or right of action against the Owner or the CM/GC which does not otherwise exist without regard to this Agreement.

1.5 Contract Documents: The provisions of the General Conditions and all of the "Contract Documents" for the Project as that term is defined therein are incorporated by this reference into this Construction Management/General Contractor Agreement, to the extent those documents and their provisions are not in conflict with specific provisions herein.

2.0 CONSTRUCTION MANAGER/GENERAL CONTRACTOR SERVICES

The CM/GC's basic services under this Agreement shall consist of the two phases described below.

2.1 Design Phase. As part of the Design Phase services, the CM/GC will:

2.1.1 Design Phase Meetings / Consultation During Project Development - Attend regularly scheduled meetings with the Architect during the development of conceptual and preliminary design to advise on site use and improvements, selection of materials, building systems and equipment. Provide recommendations on construction feasibility, availability of materials and labor, time requirements for installation and construction and factors related to cost including costs of alternative designs or materials, preliminary budgets and possible economies.

2.1.2 Scheduling - Develop a Critical Path Method (CPM) Project Time Schedule that coordinates and integrates the Architect's design efforts with construction schedules. Update the Project Time Schedule incorporating a detailed schedule for the construction operations of the Project, including realistic activity sequences and durations, allocation of labor and materials, processing of shop drawings and samples and delivery of products requiring long lead-time procurement. Include the Owner's other construction activities (i.e. abatement, moving and occupancy requirements) required for coordination and occupancy requirements showing portions of the Project having occupancy priority. The schedule shall be a CPM schedule, complete with logic, generated in Primavera P3, Primavera Suretrack or Microsoft Project. The CM/GC shall submit an electronic version of the schedule with all hard copies of the schedule for review and approval.

2.1.3 Site Investigation – CM/GC shall conduct a thorough walk-thru of the project to familiarize itself with the proposed scope of the work and document the existing conditions of the facilities. The CM/GC shall provide a written report to the District of any discrepancies or issues identified during the site investigation walk-thru.

2.1.4 Project Construction Estimate - Review the Owner's established Project budget as soon as major program requirements have been identified and update the budget periodically for the Owner's approval. Prepare an estimate based on a quantity survey of drawings and specifications at the end of the Schematic Design Phase for approval by the Owner as the Project Construction Budget. Update and refine this estimate for Owner's approval as the development of the drawings and

specifications proceeds. Advise the Owner and the Architect if it appears that the Project Construction Budget will not be met and, in that event, make recommendations for corrective action.

2.1.5 Value Engineering – No later than the end of Design Development, CM/GC shall complete a technical review and analysis of systems and materials being considered in the design to produce the greatest value for the least cost, including life cycle analysis. Provide a written report to the Owner identifying the options, associated costs and the impact to the Project. The Owner along with the Architect and the CM/GC will evaluate all options and determine which items the Architect is to incorporate into the Construction documents. CM/GC shall track VE items until final resolution of all items and report back to the Owner on all items.

2.1.6 Design Review / Coordination of Design Documents – Conduct a formal review of the Schematic documents, the Design Development documents, 50% and 95% construction documents and specifications as they are being prepared, recommending alternative solutions whenever design details affect construction feasibility or schedules without, however, assuming any of the Architect's customary responsibilities for design. The review is to eliminate areas of conflict or misinterpretation and to assure proper coordination, accuracy and completeness of the documents. These reviews shall address estimated cost, completeness of design, coordination of documents, and construction feasibility and work phasing and shall include detailed reviews of the mechanical, plumbing and electrical work described. A written report of findings, including recommended revisions and/or value engineering proposals, shall be submitted to the Owner and the Architect within two (2) weeks of receipt of said documents. Verify that all identified deficiencies and/or revisions authorized by the Owner are acknowledged by the Architect and incorporated in all subsequent documents presented and in the final Construction Documents.

2.1.7 Construction Planning - Recommend for purchase and expedite the procurement of long-lead items to ensure their delivery by the required dates.

2.1.8 Division of Work - Make recommendations to the Owner and the Architect regarding the division of the Work in the plans and specifications to facilitate the bidding and awarding of subcontracts and to allow for phased construction, taking into consideration such factors as time of performance, availability of labor, overlapping trade jurisdictions, provisions for temporary facilities and other matters.

2.1.9 Labor - Analyze the types, quantity and availability of appropriate categories of labor required for various phases of the Project.

2.1.10 Bidding - Prepare pre-qualification criteria for bidders and develop subcontractor interest in the Project. As working drawings and specifications are completed, establish bidding schedules and conduct pre-bid conferences to familiarize bidders with bidding documents, management techniques and any special systems, materials or methods. Solicit and receive competitive bids and responsible bids on the Work from qualified subcontractors and materials suppliers, pursuant to bidding procedures acceptable to the Owner. Obtain bids from a minimum of three subcontractors or suppliers for each part of the Work,

except as may be authorized in writing by the Owner. The CM/GC shall be authorized to submit competitive price proposals for portions of the Work for which it desires to self perform the scope of work only with the prior written consent of the Owner. Such proposal shall be submitted to the Owner two (2) days prior to those prices submitted by subcontractors. Analyze all bids, review them with the Owner and Architect, make recommendations for contract awards and award and execute subcontracts or material purchase orders.

2.1.11 Conferences - Conduct pre-construction conferences with successful subcontractors.

2.1.12 Equal Employment Opportunity - Determine applicable requirements for equal employment opportunity programs for inclusion in Project bidding documents.

2.2 Pre-Construction Phase

2.2.1 Pre-construction Activities – The CM/GC shall submit to the Owner and the Architect in reasonable detail and format acceptable to the Owner copies of the following documents:

2.2.1.1 Construction CPM Schedule

2.2.1.2 Materials submittal, shop drawings and sample schedule

2.2.1.3 Schedule of Values

2.2.1.4 Site mobilization plan

2.2.1.5 Photocopies of necessary permits

2.2.1.6 Quality control Plan

2.2.1.7 Safety Plan

2.2.1.8 Affidavit of background check for all GM/GC and subcontractor employees

2.2.1.9 List of proposed subcontractors and major suppliers

2.2.2 Pre-construction conference – before starting work at the site, CM/GC shall facilitate a pre-construction conference with the Owner and the Architect to discuss:

2.2.2.1 Schedules as described herein

2.2.2.2 Procedures for materials submittals, shop drawings and other submittals

2.2.2.3 Procedures for processing applications for payments

2.2.2.4 Procedures for use of any contingency or allowance costs within the GMP

2.2.2.5 Site specific procedures for work at the Project Site

2.2.2.6 Communications protocol with Owner Staff

2.2.2.7 Procedures for receiving materials and supplies at the project site

2.3 Construction Phase. As part of the Construction Phase services, the CM/GC will:

2.3.1 Project Control - Supervise the Work of the subcontractors and coordinate the Work with the activities and responsibilities of the Owner and Architect in order to complete the Project in accordance with the Owner's objectives of cost, time and quality.

2.3.2 Staffing - Maintain at the Project Site a competent full-time staff to coordinate, provide overall direction of the Work, and monitor progress of the subcontractors on the project.

2.3.3 Organization - Establish on-site organization and lines of authority in order to carry out the overall plans of the Project Team.

2.3.4 Coordination - Establish and implement procedures for coordination among the Owner, Architect, subcontractors and the CM/GC with respect to all aspects of the Project.

2.3.5 Scheduling - Schedule and conduct weekly progress meetings at which subcontractors, the Owner, Architect and the CM/GC can discuss jointly such matters as procedures, progress, problems and scheduling. Within twenty-one (21) calendar days after the Owner's acceptance of the GMP, as defined herein, submit for the Owner's approval three (3) copies of a detailed CPM schedule for the operations of the CM/GC, subcontractors and material suppliers on the Project, including realistic activity sequences and durations, allocation of labor and materials, processing of shop drawings and samples and delivery of products requiring long lead time procurement. Include the Owner's move-in occupancy requirements in all schedules showing portions of the Project having occupancy priority, if any. The Schedule shall be a CPM schedule, complete with logic, generated in Primavera P3, Primavera Suretrack or Microsoft Project. The schedule will be required to be submitted electronically as well as hard copies for review and approval.

2.3.5.1 In the event that CM/GC shall become behind the approved schedules as deemed by the CM/GC or the Owner, the CM/GC shall provide a recovery schedule to the Owner within five (5) calendar days of written notice from the Owner. The recovery schedule shall include all details depicting how the CM/GC will accelerate the schedule to complete the project as originally planned and within the CM/GC's original general conditions allocation.

2.3.6 Schedule Monitoring and updating- Provide monthly monitoring and updating of the schedule as construction progresses. Identify potential variances between scheduled and probable completion dates. Review schedule for work not started or incomplete and recommend to the Owner and subcontractors adjustments in the schedule to meet the scheduled completion date. Provide

summary reports of such monitoring activities and document all changes in the schedule. With each monthly payment application provide for review an electronic copy of the updated schedule and three (3) hard copies of a monthly summary schedule report identifying updated activities and documenting all schedule changes.

2.3.7 Evaluation - Determine and monitor the adequacy of the subcontractors' personnel and equipment and the availability of materials and supplies to meet the schedule. As required, recommend and implement the changes necessary to meet the scheduled completion date.

2.3.8 Cost Control - Develop and implement an effective system of Project cost control, showing actual costs for activities in process and estimates for uncompleted tasks. Revise and refine the initially approved Project Construction Budget, incorporate approved changes as they occur and develop cash flow reports and forecasts as needed.

2.3.9 Change Orders - Develop and implement a system for the expeditious review and processing of Change Orders. Process necessary or desirable changes to the Owner and the Architect, review requests for changes, submit recommendations to the Owner and the Architect and assist in negotiating Change Orders.

2.3.10 Permits - Secure all necessary permits, licenses and inspections for the proper completion and execution of the Work.

2.3.11 Owner's Consultants - If required, assist the Owner in selecting, retaining and coordinating professional services of a surveyor, testing laboratories and any special consultants.

2.3.12 Superintendent – Assign to the Project, for the duration of the Work through correction of punch list and until the Owner has issued the Letter of acceptance, a full-time competent superintendent and any necessary assistants, as satisfactory to the Owner. The superintendent shall not be changed except with the consent of the Owner, unless the superintendent proves to be unsatisfactory to the CM/GC and ceases to be in its employ. The superintendent shall represent the CM/GC in its absence and all directions given to superintendent shall be as binding as if given to the CM/GC. The Architect and the Owner shall not be responsible for the acts or omissions of the superintendent or his/her assistants.

2.3.12.1 The Superintendent shall provide full-time, qualified and efficient supervision of the Work, using superintendent's best skill and attention. Carefully study and compare all drawings, specifications and other instructions and immediately report to the Owner and the Architect any error, inconsistency or omission which may be discovered. Inspect the Work of the subcontractors at all stages and at final completion and guard the Owner against defects and deficiencies in such Work. The CM/GC shall be responsible to the Owner for the acts and omissions of all its employees and of all subcontractors, their agents and employees and all other persons performing any of the Work, for which the CM/GC has supervisory or inspection responsibility hereunder.

2.3.12.2 The superintendent shall see that the Work is carried out in accordance with the Contract Documents and in a thorough and first-class manner in every respect. The CM/GC's superintendent shall establish all lines, levels and marks necessary to facilitate the operations of all concerned in subcontract work. Superintendent shall lay out the Work in a manner satisfactory to the Architect, making permanent records of all lines and levels required for excavation, grading and foundations and for all other portions of the Work. Superintendent shall, together with the Architect, authorize the commencement and certify the proper completion of the various stages of construction. The CM/GC shall be responsible for construction means, methods, techniques, sequences and procedures and for carrying out the Work in accordance with the Contract Documents.

2.3.12.3 The superintendent shall be on-site at any time that work is being performed by either the CM/GC or any subcontractor.

2.3.13 Safety Measures - Establish procedures and measures for the safety of persons and property at and around the site of the Work. Assure compliance with all federal, state and local statutes, rules, regulations and orders applicable to the conduct of the Work. At least thirty (30) days before initiating work at any district facility submit for the Owner's review and comment two (2) copies of CM/GC's project, site-specific safety plan. Assure that subcontractors incorporate all provisions of the manual in their own operations on the Project. At a minimum conduct monthly inspections of the Project site(s) with Owner representative to observe operations and conditions, and assure prompt correction of non-conforming conditions identified.

2.3.14 Quality Control Program – the CM/GC shall establish and maintain a Quality control Program specific to the Project. The QC program shall consist of the CM/GC's QC organization, the project specific QC plan, QC meetings, the phases of control, submittal review and approval, testing and inspections, and documentation necessary to provide materials, equipment, workmanship, fabrication, construction and operations comply with the requirements of this Contract. A draft of the QC program shall be submitted to the Owner for review and approval prior to the commencement of construction.

2.3.15 Automated Management Control System - CM/GC shall implement an effective system for recording and tracking questions and responses through final resolution and distribution to all parties concerned. At the weekly progress meeting, CM/GC is to identify any critical questions that may impact either schedule or cost of the Project.

2.3.16 Contract Interpretations - As part of an automated management control system, refer all questions relative to interpretation of design intent to the Architect.

2.3.17 Materials submittals, Shop Drawings and Samples - In collaboration with the Owner and Architect, establish and implement procedures for expediting the processing and approval of shop drawings and samples. Within thirty (30) days of award of this contract, the CM/GC shall develop a submittal schedule identifying all submittals, shop drawings and samples, the respective submittal

date and the submittal schedule status of any submittals that are to be submitted, reviewed or return in the week.

2.3.18 Reports and Project Site Documents - Record the daily progress of the Project in a daily log available to the Owner and the Architect. Submit on a weekly basis written progress reports and summaries of meetings to the Owner and the Architect, including information on the subcontractors' work, labor resource levels by trade, safety violations, inspections or test, and the percentage of completion of items relative to the approved Project Schedule.

2.3.19 Record Sets - Maintain at the Project site, on a current basis, records of all necessary contracts, shop drawings, samples, purchases, materials, equipment, maintenance and operating manuals and instructions and any other documents and revisions thereto which arise out of the Agreement or the Work, including at least one copy of all building codes. Obtain data from subcontractors and maintain a current set of record drawings, specifications, operating manuals, warranties and guarantees. CM/GC payments are contingent upon the record drawings being maintained in a current status. Full payment will not be approved unless record drawings are current and accurate. At the completion of the Project, submit all such documents to the Architect for delivery to the Owner.

2.3.20 Completion - Determine completion of the Work or designated portions thereof and prepare for the Owner and Architect a list of incomplete or unsatisfactory items together with a schedule for their completion. Secure and transmit to the Architect required guarantees, tax affidavits, certificates, release, bonds and waivers. Turn over to the Owner all keys and maintenance stocks. The date of completion will be determined per General Condition's section 52.

2.3.21 Start-Up and Training - With the Owner's maintenance personnel and the Architect, schedule and direct the checkout of utilities, operating systems and equipment for readiness and assist in their initial start-up and testing by the appropriate subcontractor, representative or authority.

2.3.22 Final Completion - Determine final completion and provide written notice to the Owner and Architect that the Work is ready for final inspection. Secure and transmit to the Architect required guarantees, tax affidavits, certificates, releases, bonds and waivers. Turn over to the Owner all keys and maintenance stocks.

2.3.23 Warranty - During the one-year warranty period at no additional cost to the Owner, perform warranty inspections and ensure that Work which proves defective or deficient during such time is corrected either by the subcontractors or such other means as shall be required.

2.4 Additional Services - Additional services shall be performed only upon the express, prior written authorization of the Owner and paid for as provided herein. Additional services shall include the following:

2.4.1 Analysis of Existing Improvements - Services related to investigation, appraisals or valuations of existing conditions, facilities or equipment; or verifying the accuracy of existing drawings or other Owner-furnished information.

2.4.2 Owner-Furnished Equipment - Services related to Owner-furnished equipment, furniture and furnishings which are not a part of the work.

2.4.3 Expert Witness - Preparing to serve or serving as an expert witness in connection with any public hearing or legal proceeding.

2.4.4 After Completion - Inspections of and services related to the Project after completion of the services under this Agreement.

2.4.5 Other - Providing any other service not otherwise included in this Agreement.

3.0 THE OWNER'S RESPONSIBILITIES

3.1 Information - The Owner shall provide full information regarding its requirements for the Project.

3.2 Owner's Representative - The Owner shall designate a representative who shall be acquainted with the scope of the Work; has authority to approve budgets and adjustments thereto, as contemplated by Section 2.1.4 within the Project Cost Estimate render decisions; and otherwise furnish information.

3.3 Architect - The Owner shall retain an Architect to provide design services and to prepare construction documents for the Project. The Architect's services, duties and responsibilities are described in the Agreement between the Owner and the Architect, a copy of which will be furnished to the CM/GC.

3.4 Professional Services - The Owner shall furnish such legal services as may be necessary for the Project, and such auditing services as it may require.

3.5 Documentation - The CM/GC will be furnished, without charge, all copies of drawings and specifications reasonable necessary for the execution of the Work.

3.6 Defects - If the Owner becomes aware of any fault or defect in the Project or non-conformance with the Contract Documents, it shall give prompt written notice thereof to the CM/GC. This provision shall not, however, charge the Owner with any obligation to make inspections and shall in no manner be construed to discharge or modify the CM/GC's obligations to supervise, inspect and to otherwise complete the Project in accordance with the Contract Documents.

3.7 Surveys and Special Testing - So far as the Project contemplated by this Agreement may require, the CM/GC shall be entitled to information giving a complete and accurate survey of the building site and the existing grades and lines of streets, pavements and adjoining properties; information as to the rights, restrictions, easements, surface water courses, boundaries and contours of the building site; and full information as to existing sanitary sewer, storm sewer, water, gas and electrical services. The Owner, at its expense, shall furnish all such data, upon request. The Owner likewise shall pay for all borings or test pits and for any mechanical, chemical or other tests as well as professional verifications and inspections incident to proper appraisal of the site for the contemplated structure. A copy of all reports of such tests and borings shall be filed with the Owner and shall be available to the CM/GC, upon request.

3.8 Owner's Expenses - The services, information, surveys and reports required by Articles 3.3 through 3.5 and 3.7, shall be furnished at the Owner's expense.

4.0 SUBCONTRACTS

4.1 Bidding - All work, except that portion commonly referred to as "General Condition Costs" set forth in Article 8.3.1, shall be competitively bid pursuant to procedures acceptable to the Owner.

4.2 Award - The CM/GC shall request and receive proposals from subcontractors and subcontracts will be awarded by the CM/GC after the proposals are reviewed by the CM/GC with the Owner and Architect. The CM/GC shall be authorized to submit proposals for portions of the Work only with the prior written consent of the Owner. Such proposals shall be submitted to the Owner two (2) days prior to those prices submitted by subcontractors.

4.3 Substitution - If the Owner refuses to accept a subcontractor recommended by the CM/GC, the CM/GC shall recommend an acceptable substitute. The Guaranteed Maximum Price, if applicable, shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued.

4.4 Forms - The form of the subcontract, including the General and Supplementary Conditions applicable thereto, shall be satisfactory to the Owner, Architect and the CM/GC.

5.0 CONTRACT TIME SCHEDULE

5.1 Schedule - The services and work to be performed under this Contract shall be in general accordance with the Contract Time Schedule attached hereto as Schedule 1.

5.2 Initial Time of Completion – as established in the preliminary project schedule following are the milestone completion dates for the Project:

5.2.1 Start of Construction [DATE]

5.2.2 Final Completion [DATE]

5.3 Revised Time of Completion - At the time a Guaranteed Maximum Price is fixed, as provided for in Article 6, a new Revised Time of Completion shall also be established.

5.4 Delays and Extension of Time - If the CM/GC is delayed at any time in the progress of the Work by any act or neglect of the Owner or the Architect or by any employee of either; or by any separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the CM/GC's control; or by delay authorized by the Owner; the Contract Time Schedule shall be extended by Change Order for such reasonable time as the Owner may determine. All requests for extension of time or claims for extra costs occasioned by delays or neglect shall be subject to the Owner's approval and shall be made in writing to the Owner no more than seven (7) days after the occurrence of the delay or event causing the extra cost; otherwise they shall be waived and barred.

5.5 Liquidated Damages - The CM/GC understands and agrees that the completion of the entire Project within the time specified is an essential feature of this Agreement and that the Owner will sustain substantial damages, the amount of which is not possible to accurately determine at the time of contracting and which may be difficult to prove, if the Work is not so completed. The CM/GC, therefore, agrees to proceed with due diligence, taking all precautions and making all necessary arrangements to insure the completion of the Work within the prescribed time. The CM/GC further agrees that its failure to fully and finally complete the Work within the time allowed shall be considered a material breach of this Agreement and shall entitle the Owner to collect liquidated damages for the delay in completion in accordance with the General Conditions in the sum of One thousand Dollars (\$1,000.00) per calendar day.

5.6 Contractor's Liquidated Damages for Extended General Conditions. The parties acknowledge that a delay, caused by acts or omissions within the control of the Owner or its authorized agents, that affects the critical path schedule of the Project may cause the Contractor additional costs or damages, the amount of which is not possible to accurately determine at the time of contracting. Therefore, if any unexcused delay or breach of contract, for which the CM/GC has given the requisite notice as required in this article, is caused in whole or in part in the critical path and completion date by acts or omissions within the control of the Owner or persons legally authorized to act on behalf of the Owner, the CM/GC will be entitled, as its sole remedy therefore, to collect liquidated damages for the delay in completion in the sum of five hundred dollars (\$500.00) per work day. This liquidated damage amount includes the onsite construction general condition items identified in Exhibit E: Designated Services and Method of Payment Matrix.

6.0 GUARANTEED MAXIMUM PRICE

6.1 Establishment – Develop and execute a Guaranteed Maximum Price for the cost of the Work. Cooperate fully with the Architect and any independent cost estimators and/or value engineers employed by the Owner. When the design, plans and specifications are sufficiently complete to make the final cost estimates and prior to awarding any subcontracts, the CM/GC will prepare for Owner review and approval a GMP, guaranteeing the maximum cost to the Owner for the Cost of the Work and the CM/GC's Fees. The GMP will be guaranteed by the CM/GC and may not thereafter be adjusted upward unless any changes ordered by the Owner as provided in the General Conditions of the Agreement Section xx.00. Changes in the Work and for additional costs arising from delays caused by the Owner or the Architect and which deviate substantially from the conditions and assumptions previously stated by the CM/GC. In the event that the CM/GC and the Owner do not agree on the GMP, then the Owner will have the option to accept the CM/GC's proposed GMP or to terminate this Agreement. The Owner shall have no further liability to the CM/GC.

6.2 Cost Allowances and Contingency – allowances and contingency may be included in the GMP for payment of fees or the purchase and installation of products, for which the cost is to be determined upon performance of the work. It is understood that the CM/GC will provide a list of any cost allowances and contingencies in the GMP, which will be reviewed and approved by the District as part of the GMP approval.

6.3 Cost allowances and contingency established at the time of GMP shall be administered as follows:

6.3.1 All usage shall be reviewed by the District prior to usage.

6.3.2 Any un-used amounts shall be returned to the Owner.

6.3.3 Allowances and contingency may be part of the GMP and will be considered maximum costs to the Owner, unless approved via a Change Order prior to usage.

6.3.4 The Owner and the CM/GC shall agree as to the usage on a monthly basis as part of the payment application process.

6.4 Subcontracts - When the CM/GC provides a GMP, the subcontracts will contain the necessary provisions to allow the CM/GC to control the performance of the Work.

7.0 CONSTRUCTION MANAGER/GENERAL CONTRACTOR'S FEE

7.1 Determination - In consideration of the performance of this Agreement, the Owner agrees to pay the CM/GC in current funds as compensation for his services a CM/GC's Fee as set forth in Articles 7.1.1 and 7.1.2.

7.1.1 Design Phase Fee - For the performance of the Design Phase services, as defined in Article 2.1, a fee of [DOLLAR AND CENTS AMOUNT IN WORDS] Dollars (\$[NUMERIC DOLLAR AMOUNT]), which shall be paid monthly, in equal proportions, based on the scheduled Design Phase time.

7.1.2 Construction Phase Fee - For work or services performed during the Construction Phase, as defined in Article 2.3, a fee of [DOLLAR AND CENTS AMOUNT IN WORDS] Dollars (\$[NUMERIC DOLLAR AMOUNT]), which shall be paid proportionately to the ratio the monthly payment for the Cost of the Work bears to the total Cost of the Work, less retainage. Any balance of this fee shall be paid at the time of final payment.

7.2 Adjustments - Adjustments in Fee shall be made as follows:

7.2.1 Change in Scope - The CM/GC fee shall be adjusted only for Owner-approved changes which involve a substantial change in the scope of the Work and where CM/GC can demonstrate that the CM/GC did not anticipate such changes. The CM/GC fee shall be adjusted five percent (5%) of the Cost of the Work for substantial changes in the scope of the Work. A "substantial change in the scope of the Work" for purposes of this Article is defined as follows:

7.2.1.1 Changes which vary the scope of Work in excess of 15% of the original scope of Work, based either on square footage of floor area or involving Work in different building other than specified in the Contract Documents.

7.2.1.2 Changes which require the procurement of subcontractor(s) or the purchase of new or additional products of a type and nature not previously specified or contemplated by the Contract Documents.

7.2.1.3 Changes which involve the revision or modification of major systems not contemplated in the original scope of Work.

7.2.2 Delays - For delays in the Work, other than for weather, in excess of seven (7) calendar days and which are not the responsibility of the CM/GC, there will be an equitable adjustment in the Fee to compensate the CM/GC for verified and documented increased expenses.

7.2.3 Additional Services - Additional services, as described in Article 2.3 shall be computed as follows:

7.2.4 Labor: Direct Personnel Expense (Base Wage) times [MULTIPLIER].

7.2.5 Expenses (non-labor): Actual cost.

7.3 Items Included in Fee - Included in the CM/GC's Fee for the Design and Construction Phase are the following:

7.3.1 Profit - Before tax profit.

7.3.2 Overhead - Off-site costs for general management of the Project including:

7.3.2.1 Salaries or other compensation of the CM/GC's employees at the principal office and branch offices including [INSERT NAMES OF PERSONNEL, I.E. SCHEDULER, ESTIMATOR, ETC.] to provide support in scheduling the Work, cost estimating, cost accounting, processing payment requests, processing Change Orders, processing shop drawings/samples, etc.

7.3.2.2 General operating expenses of the CM/GC's principal and branch offices other than the field office.

7.3.2.3 Any part of the CM/GC's capital expenses, including interest on the CM/GC's capital employed for the Work.

7.3.2.4 Costs due to the negligence of the CM/GC, any subcontractor, anyone directly or indirectly employed by any of them, or for whose acts any of them may be liable, including but not limited to, the correction of defective or nonconforming Work, disposal of materials and equipment wrongly supplied, or making good any damage to property.

7.3.2.5 Overhead or general expenses of any kind, except as may be expressly included in Article 8.

7.3.2.6 Costs in excess of the GMP, if any, as set forth in Article 6 and adjusted pursuant to Article 9.

8.0 COST OF THE WORK

8.1 Definition - The term cost of the Work shall mean costs necessarily incurred in the proper performance of the Work during either the Design or Construction Phase, and paid by the CM/GC. Such costs shall be at the lowest responsible competitive rates not higher than the standard paid in the locality of the Work except with prior consent of the Owner, and shall include the items set forth below in this Article. The Owner agrees to pay the CM/GC for the Cost of the Work as defined in this Article 8. Such payment shall

be in addition to the CM/GC's Fee stipulated in Article 7. Any un-used balance of such costs remaining at the completion of the Project shall belong to the Owner.

8.2 Estimates – The CM/GC shall include a detailed and itemized estimate of General Condition cost as a part of each estimate of the Cost of the Work. After the Design Development Documents have been completed and before Work is released for bidding, the CM/GC shall prepare an estimate of the Cost of the Work that provides a subtotal of costs for each subcontract package and includes the costs for General Conditions.

8.3 Cost Items Included - On-site costs of the Work including General Conditions and the aggregate cost of subcontracts.

8.3.1 General Condition Costs - Those costs for work outlined in the General Conditions of the Contract that are the responsibility of the CM/GC unless specific items of Work are included in the subcontract work.

8.3.1.1 Wages paid for labor in the direct employ of the CM/GC in the performance of the Work under applicable collective bargaining agreements, or under a salary or wage schedule agreed upon by the Owner and CM/GC and including such welfare or other benefits, if any, as may be payable with respect thereto. Listed below are the names, position and estimated cost of each position for the duration of the construction that are to be assigned to this Project:

Name	Position	Estimated Cost

8.3.1.2 Cost of ordinary employee benefits and taxes, such as pension contributions, hospitalization, vacations, medical insurance, assessments or taxes for such items as unemployment compensation and Social Security, insofar as such cost is based on wages, salaries or other remuneration paid to employees of the CM/GC and included in the Cost of the Work.

8.3.1.3 The proportion of reasonable transportation, traveling and hotel expenses of the CM/GC or of his officers or employees incurred in discharge of duties connected with the Work, when the necessity for such expenditures is approved in advance by the Owner.

8.3.1.4 Cost of all materials, supplies and equipment incorporated in the Work, including costs of transportation thereof.

8.3.1.5 Cost, including transportation and maintenance, of all materials, supplies, equipment and hand tools not owned by the workmen employed by the CM/GC, which are employed or consumed in the performance of the Work and cost less salvage value on such items used but not consumed which remain the property of the CM/GC.

8.3.1.6 Rental charges of all necessary machinery and equipment, exclusive of hand tools, used at the site of the Work, whether rented from the CM/GC or other, including installation, repairs and replacements, dismantling, removal, costs of lubrication, transportation and delivery costs thereof, at rental charges consistent with those prevailing in the area. All equipment which the CM/GC intends to rent to the Owner and the rates therefore must be approved by the Owner in writing prior to use.

8.3.1.7 Cost of the premiums for all bonds and insurance which are required by the Contract Documents.

8.3.1.8 Costs for unavoidable sales taxes, if approved in writing in advance by the Owner.

8.3.1.9 Permit fees, licenses, tests and royalties.

8.3.1.10 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

8.3.1.11 Cost of removal of all debris, snow removal, interim and final cleaning.

8.3.1.12 Costs incurred due to an emergency affecting the safety of persons or property, to the extent not compensated by insurance or otherwise, and not attributable to the fault of the CM/GC or his subcontractor.

8.3.1.13 Cost of site security during construction and the cost of site safety measures, such as fences, signs, and barricades.

8.3.1.14 Cost of computer services as required at the field office.

8.3.1.15 Cost of construction support activities such as Work items included in the General Conditions of the Contract and in the specifications unless they are provided by subcontractors.

8.3.1.16 The cost of adequate, weatherproofed, heated and well-lighted office space with telephone and Internet service at the site of the Work for the use of the CM/GC and the Architect and Owner representatives.

8.3.1.17 The cost of providing and maintaining neat, sanitary and adequate temporary toilet facilities for all personnel at the construction site.

8.3.1.18 The cost of providing suitable temporary facilities and quarters for workmen and of maintaining on premises water-tight storage sheds and tool houses for storage of building materials and tools.

8.3.1.19 The cost of providing all temporary facilities required to supply all the power, light, water and heat needed for the proper execution and completion of the Work. Unless provided by subcontractors, the cost of all power, light, water and heat for the duration of the Work.

8.3.1.20 The cost of providing temporary weather protection and temporary heating as required for the expeditious prosecution of the Work.

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

8.3.1.22 All costs directly incurred in the performance of the Work and not included in the CM/GC Fee as defined in Article 7.

8.4 Subcontracts - The cost of Work performed by subcontractors.

9.0 DISCOUNTS

All discounts for prompt payment shall accrue to the Owner to the extent the Costs of the Work are paid directly by the Owner or from a fund made available by the Owner to the CM/GC for such payments. To the extent the Costs of the Work are paid with funds of the CM/GC, all cash discounts shall accrue to the CM/GC, provided, however, that all costs claimed pursuant to Article 8, billed to the Owner, reflect such discounts. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment, shall accrue to the Owner, and the CM/GC shall make provisions so that they can be secured.

10.0 MISCELLANEOUS PROVISIONS

10.1 Assignment: Neither party to this Agreement shall assign its interests herein whole or in part without the written consent of the other; nor shall the CM/GC assign any moneys due or to become due to him hereunder, without the previous written consent of the Owner.

10.2 Limitation of Actions: Any actions against the CM/GC, his employees or agents brought to recover damages for injury to person or defects in or damage to property, including the Work itself, caused by the administration, superintendence or efforts of the CM/GC or those under his control relating to this Project shall be brought within six (6) years after such claim for relief arises and is discovered by the Owner. In no case shall such an action be brought more than fifteen (15) years after the final completion and acceptance of the project.

10.3 Binding Effect: This Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the respective parties.

10.4 Litigation and Venue – All claims and disputes arising out of and relating to this Agreement shall be resolved by litigation. Venue shall lie exclusively in the Jefferson County District Court, State of Colorado.

10.5 Controlling Law: This Agreement is being executed and is to be performed in the State of Colorado, and shall be enforced and construed according to the laws of the State of Colorado.

10.6 Waiver: Any failure of the Owner or the CM/GC to require strict performance or any waiver of any provision herein shall not be construed as a consent or waiver to any other breach of the same or any other provision.

10.7 Severability: If in any instance any provision hereof shall be determined to be invalid or unenforceable under any applicable law, such provision shall not apply in such instances, but the remaining provisions shall be given effect in accordance with their terms.

10.8 Notices: Any notices required or permitted under this Agreement or which any party elects to give shall be in writing and delivered either personally to the other party's authorized agent set forth below (or as changed by written notice), or by depositing such notice in the United States first class mail, postage fully prepaid, to the person at the address set forth below, or to such address as either party may later designate in writing. Any notice given by mail herein provided shall be deemed given when deposited in the United States Mail:

OWNER:

Timothy J. Reed, Executive Director
Facilities & Construction Management
Jefferson County School District, R-1
809 Quail Street, Bldg. 4
Lakewood, Colorado 80215

CM/GC:

Name, Firm and Address

This Agreement is effective the day and year first written above upon the signatures of the undersigned parties.

JEFFERSON COUNTY SCHOOL DISTRICT
NO. R-1, STATE OF COLORADO

ATTEST:

By: _____
Timothy J. Reed, Executive Director
Facilities & Construction Management

[CM/GC CONTRACTOR]

ATTEST:

By: _____

Print Name and Title

[Address]

[Address]

(SEAL)

JEFFERSON COUNTY SCHOOL DISTRICT NO. R-1 SUPPLEMENTARY GENERAL CONDITIONS

The following supplements modify, change, delete from or add to the Owner's "General Conditions of the Contract". Where any article of the General Conditions is changed or modified or any paragraph, subparagraph or clause thereof is modified or deleted by these supplements, the unaltered provision of that article, paragraph, subparagraph or clause shall remain in effect.

1.0 CONTRACT DOCUMENTS

In addition, the Contract Documents shall include the Construction Management/General Contractor Agreement and, to the extent not inconsistent with that and the General Conditions, shall also include the Owner's Request for Proposals, Management Plan and Fee Proposal. In the event of any discrepancy or conflict between any of the Contract Documents, the provision of the Construction Management/General Contractor Agreement shall control.

Delete: Invitation to Bid, Instructions to Bidders, Bid Security, Proposal, Notice of Contract Award and Notice to Proceed.

2.0 DEFINITIONS

2.3 Wherever the word "Contractor" appears throughout the Contract Documents or General Conditions, it shall be deemed to mean the Construction Manager/General Contractor ("CM/GC").

2.14 Wherever the term "Construction Agreement" appears throughout the Contract Documents, it shall be deemed to mean the "Construction Management/General Contractor Agreement".

6.0 EXECUTION, CORRELATION, INTENT AND INTERPRETATION

6.1 All Bonds and insurance certificates shall be submitted to the Owner prior to the award of the first subcontract.

27.0 PERFORMANCE AND PAYMENT BONDS

All bonds will be issued for the full amount of the estimated Cost of the Work plus the CM/GC's Fees or, if established, the Guaranteed Maximum Price, whichever is greater.

28.0 SUBCONTRACTS

Delete the first sentence.

59.0 PREFERENCE FOR COLORADO LABOR AND MATERIALS

59.3 In compliance with Colorado Revised Statutes, Sections 8-19-101 and 102 (1985), preference shall be given to resident bidders against nonresident bidders from a state or foreign country equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. The term "resident bidder" means a person, partnership, corporation, or joint venture which is (a) authorized to transact business in Colorado and which maintains its principal place of business in Colorado; or (b) authorized to transact business in Colorado, which maintains a place of business in Colorado, and which has paid Colorado unemployment compensation taxes in at least seventy-five percent of the eight quarters immediately prior to bidding on the Work.