August 2026 Version

PROPOSAL DOCUMENTS MANUAL FOR:

CONSTRUCTION MANAGER AS CONSTRUCTOR

Project Name

PROJECT NO.: [Abstract]

AT:
UNIVERSITY OF MISSOURI – CAMPUS
CITY, MISSOURI

FOR:
THE CURATORS OF THE
UNIVERSITY OF MISSOURI

PREPARED BY:

DEPARTMENT NAME
UNIVERSITY OF MISSOURI - CAMPUS

ISSUED FOR PROPOSALS: Date

PROJECT MANUAL FOR: [Category]

PROJECT NUMBER: [Abstract]

TABLE OF CONTENTS

Request for Proposal	RFP/1
Instructions to Proposers	ITP/1-8
Proposal Form	PF/1-5
Bid Bond	BB/1-3
Additional Payment Affidavit	APA/1
Change Directive	CD/1
SDVE/HDVE Compliance Form	SD/1-7
Proposer's Affidavit	PA/1-2
Agreement	AG/1-3
Provisions of the Agreement	POA/1-28
Agreement – Exhibit A	AGEXA/1
Agreement – Exhibit B	AGEXB/1
Agreement – Exhibit C	AGEXC/1
Agreement – Exhibit D	AGEXD/1-4
Instructions for Preparation of Amendment	IPA/1-2
Amendment	Amend/1-3
Amendment – Exhibit 1	AmendEx1/1
Amendment – Exhibit 2	AmendEx2/1
Amendment – Exhibit 3	AmendEx3/1
Amendment – Exhibit 4	AmendEx4/1
Amendment – Exhibit 5	AmendEx5/1
Amendment – Exhibit 6	AmendEx6/1
Amendment – Exhibit 7	AmendEx7/1
Early Release Order	ERO/1
Early Release Order – Exhibit 1	EROEX1/1

Special Conditions SC/1-x

Additional Construction Schedule Requirements ACSR/1-x

Prevailing Wage Order PW/1-x

General Conditions GC/1-x

REQUEST FOR PROPOSAL

CONSTRUCTION MANAGER AS CONSTRUCTOR

Project #: [Abstract]
Project Name: [Category]

The Curators of the University of Missouri (the "Owner") has received your response to its Request for Qualifications and your organization is hereby requested to submit a proposal for the Work as more fully described in the Agreement between Owner and Construction Manager as Constructor for the Project entitled "[Category]", project number [Abstract]. Proposals will be received by the Owner at ADDRESS, CITY, STATE, ZIP, until TIME on DATE. Proposals duly received will be opened by the campus contract manager and all fees and costs will be tabulated. The apparent successful proposer will be announced within seven (7) days, or the proposal tabulation sheet will be provided.

All Proposals must be in accordance with the Proposal Documents contained in this Proposal Documents Manual, which Proposal Documents are incorporated herein by reference and form a part of this Request for Proposal.

Proposals will be received on the basis set forth in the Proposal Documents.

Each Proposal shall be accompanied by a Bid Bond, using the Bid Bond form included herein, issued by a surety licensed to do business in the State of Missouri, in the amount of **DOLLAR AMOUNT SPELLED OUT ($NUMERICAL AMOUNT).**

No Proposer may withdraw its Proposal within one hundred twenty (120) days after the actual date of the opening of the Proposals. Owner reserves the right to reject any or all Proposal, and it waive any informalities or irregularities therein.

INSTRUCTIONS TO PROPOSERS

CONSTRUCTION MANAGER AS CONSTRUCTOR

Project #: [Abstract]
Project Name: [Category]

ARTICLE 1. DEFINED TERMS

1.1 Terms used in these Instructions to Proposers which are defined in the University of Missouri General Conditions of the Contract for Construction (Current Edition) ("General Conditions") or the Agreement defined below have the meanings assigned to them in the General Conditions or Agreement. Other terms used in the Proposal Requirements and not defined elsewhere have the following meanings which are applicable to both the singular and plural thereof:

A. "Agreement" – The form of Agreement Between Owner and Construction Manager as Constructor and Provisions of the Agreement Between the Owner and Construction Manager As Contractor included in the Proposal Documents Manual ("Proposal Documents Manual").
B. "Amendment" – The form of Amendment Between Owner and Construction Manager as Constructor modifying the "Agreement" for Preconstruction services, or establishing the Guaranteed Maximum Price for work described in the GMP Documents.
C. "Architect" – When the term "Architect" is used herein, it shall refer to the Architect or the Engineer specified and defined in the Proposal Documents or its duly authorized representative.
D. "Owner" – The Curators of the University of Missouri. The Owner may act through its Board of Curators or any duly authorized committee or representative thereof.
E. "Proposal" – The offer of a Proposer submitted on the prescribed form contained in the Proposal Documents Manual setting forth the sums for the items set forth on the Proposal Form.
F. "Proposal Documents" – The Proposal Requirements and the other documents included in the Proposal Documents Manual.
G. "Proposal Requirements" – The Request for Proposals, these Instructions to Proposers and the Proposal Form and required attachments as set forth herein.
H. "Proposal Security" – Bid Bond or Certified Check furnished by the Proposer and made payable to the Curators of the University of Missouri for the amount set forth in the Request for Proposal.
I. "Proposer" – The entity who submits a Proposal for the Work described herein.
J. "Successful Proposer" – The Proposer submitting the lowest responsive aggregate amounts for the fees and costs described herein.

ARTICLE 2. GENERAL

The Project scope and budget is set forth in the Project Description attached hereto as Exhibit A. The Owner seeks proposals that include the following: (a) a lump sum Preconstruction Fee (b) a lump sum bid for the General Conditions Amount described in the Agreement; (c) a percentage of the Cost of the Work bid for the Construction Phase Fee described in the Agreement; (d) cost of performance and payment bond; and (e) cost of insurance required by Article 11 of the General Conditions of the Contract for Construction.

2.1 When GMP Design Documents are completed by Architect, the Construction Manager shall submit the GMP Documents, described in the Agreement. The Contract Sum for the Construction Phase Services and Work shall be the sum of the Cost of the Work, the General Conditions Amount and the Construction Phase Fee as described in the Agreement, subject to the Guaranteed Maximum Price described in the Agreement. The parties shall execute the Amendment to establish the Guaranteed Maximum Price upon acceptance and approval of the GMP Documents by the Owner.

2.2 The Construction Manager shall publicly advertise for competitive bids or proposals for the performance of all major elements of the Work other than minor Work that may be included in the General Conditions Amount as set forth in the Provisions of the Agreement between the Owner and the Construction Manager as Contractor. The Construction Manager shall utilize the owner's designated reproduction company to advertise, post, and reproduce bidding documents, if required.

2.3 The Construction Manager or any related party may submit a bid or proposal for portions of the Work in the same manner as all other bidders for such Work as set forth in the Provisions of the Agreement between the Owner and the Construction Manager as Contractor. If the Construction Manager intends to bid on a portion of the Work, the Construction Manager shall notify the Owner of such intent at least thirty (30) days prior to the planned advertisement date for the applicable bid package.

2.4 The Construction Manager shall utilize the Owner's Unity Construct software to receive subcontractor bids or proposals in a secure manner. The bids or proposals shall not be opened or viewed until the closing time for receipt of bids or proposals. At such time, the bids or proposals will be opened by the Owner and Construction Manager together and the names of the bidders and their respective bid/proposal amounts will be read aloud. The Construction Manager shall include appropriate information in the solicitation for bids/proposals informing prospective bidders of the required process for submitting bids or proposals. The contents of the bids or proposals received by the Construction Manager for any major element of the Work shall not be disclosed to a person not employed by the Construction Manager, the Owner or the Architect, except as set forth herein. The contents of any bid or proposal for any major elements of the Work shall be made public only after the award of such Work, whether awarded to a Subcontractor or to the Construction Manager.

2.5 If a person or entity that is awarded a Subcontract fails to execute a Subcontract after being selected in accordance with the required procedures, or a Subcontractor defaults in the performance of a Subcontract, the Construction Manager itself may, without advertising, select a replacement Subcontractor to fulfill the requirements of the Contract Documents for such Work. Such action requires the written approval of the Owner.

ARTICLE 3. SELECTION CRITERIA

3.1 The Owner is utilizing a two (2) step process in selecting a Construction Manager. In Step One, the Owner received qualifications in response to a Request for Qualifications and assigned points to the responding organizations in accordance with the process set forth in the Step One Request for Qualifications.

3.2 The Proposers, based upon the process set forth in the Step One Request for Qualifications, are selected to submit a Proposal in accordance with the Proposal Documents.

3.3 The selection of the Construction Manager will be based upon a 25,000 point system. 12,500 points are established to evaluate and rank the responses to the qualifications criteria set forth in the Request for Qualifications. The responses to the Owner's Request for Qualifications will be reviewed by the Owner's evaluation committee and assigned points based on the content of the response. Seven hundred fifty (750) bonus points (3% of total) will be awarded to an SDVE or HDVE Proposer. The 750 bonus points will be added to the SDVE's or HDVE's qualifications score as established by the Owner's evaluation committee. (The 750 bonus points are available only to an SDVE or HDVE Firm submitting a proposal directly to the Owner, not for participation of SDVE or HDVE Subcontractors.)

3.4 A 12,500 point system has been established to evaluate the aggregate amount of (a) the Preconstruction Phase fee, (b) the General Conditions Amount; (c) an estimate of the Construction Phase Fee determined by applying the percentage amount for the Construction Phase Fee contained in the Proposal to the Construction Budget given in Exhibit A; (d) cost of Performance Bond and Payment Bond determined by applying a percentage amount for the bonds to the Construction Budget given in Exhibit A; and (e) cost of insurance required by Article 11 of the General Conditions,

or as modified by the Special Conditions of these Contract Documents. The Construction Phase Fee to be paid to the Construction Manager shall be determined in accordance with the Contract Documents and shall not be affected by the estimate determined herein. The Proposer submitting the lowest aggregate amounts for the fees and costs described herein shall receive 12,500 points and the other proposers shall be awarded a portion of the 12,500 total points by applying the percentage resulting by dividing the lowest aggregate Proposal by the aggregate amount of the applicable Proposal, to the 12,500 points. Accordingly, fifty percent (50%) of the evaluation shall be based upon the qualifications of the Proposers and fifty percent (50%) of the evaluation is based upon the aggregate amounts of costs and fees described herein.

3.5 The organization with the highest point total will be the Proposer that offers the best value to the Owner and will be the apparent Successful Proposer.

ARTICLE 4. COPIES OF PROPOSAL DOCUMENTS

4.1 Complete sets of Proposal Documents must be used in preparing Proposals; neither the Owner nor Architect assumes any responsibility for errors or misrepresentations resulting from the use of incomplete sets of Proposal Documents.

4.2 The Owner and Architect, in making copies of Proposal Documents available on the above terms, do so only for the purpose of obtaining Proposals on the Work and do not confer a license or grant for any other use. All Proposal Documents are the property of Owner.

ARTICLE 5. EXAMINATION OF PROPOSAL DOCUMENTS AND SITE

5.1 It is the responsibility of each Proposer, before submitting a Proposal, to (a) thoroughly examine the Proposal Documents, (b) visit the site to become familiar with local conditions that may affect cost, progress, performance, or furnishing of the Services or Work, (c) consider federal, state, and local Laws and Regulations that may affect cost, progress, performance, or furnishing of the Services or Work; and (d) notify the Owner of all conflicts, errors, or discrepancies discovered by Proposer in the Proposal Documents.

5.2 On reasonable notice, the Owner will provide each Proposer access to the site to conduct such examinations, inspections and studies as each Proposer deems necessary for submission of a Proposal. Each Proposer wishing to inspect the site and any existing facilities shall contact:

Contact Name
The University of Missouri – Campus
Division Name
Department Name
Phone Number

5.3 The submission of a Proposal will constitute an incontrovertible representation by Proposer that Proposer has complied with the provisions of Section 5 of the Instructions to Proposers.

ARTICLE 6. INTERPRETATIONS

6.1 All questions about the meaning or intent of the Proposal Documents are to be directed to the Owner. Questions concerning the Proposal Documents may be directed to:

Contact Name
The University of Missouri - Campus
Division Name
Department Name
Phone Number

ARTICLE 7. PROPOSAL SECURITY

7.1 Each Proposal shall be accompanied by a Proposal security, in the form of a Bid Bond acceptable to and payable without condition to The Curators of the University of Missouri, in the amount as set forth in the Request for Proposal. The Bid Bond shall be executed by the Proposer and a responsible surety licensed in the State of Missouri with a Best's rating of no less than A-/XI. Bid Bonds shall be executed on the form included in the Proposal Documents.

7.2 The Proposal Security of the Successful Proposer will be retained until such Proposer has satisfied the following requirements: (a) executed the Agreement within ten (10) days after receipt of the unsigned agreements; (b) provided the Owner with the certificate of insurance required during the Preconstruction Phase by Agreement within ten (10) days after receipt of the unsigned agreements; (c) executed Amendment establishing the GMP as required by the Contract Documents; (d) provided Owner with the Performance Bond and Payment Bond for the execution of an Early Release Order or the GMP Amendment in accordance with the requirements of the Contract Documents; and (e) provided the Owner with the evidence that it has procured the required insurance for the Construction Phase in accordance with the requirements of the Contract Documents. If the Successful Proposer fails to satisfy any of the requirements set forth herein the Proposal Security shall be forfeited.

ARTICLE 8. CONTRACT TIME

8.1 The Contract Time concerning the dates the Work shall be completed is defined in Article 4 of the Provisions of the Agreement.

ARTICLE 9. SDVE AND HDVE PARTICIPATION

9.1 Pursuant to Sections 34.069 and 34.074, RSMo, (and the implementing regulations adopted by the State of Missouri, Office of Administration), the University of Missouri System sets a goal for the participation of Service-Disabled Veteran Business Enterprise (SDVE) and Honorably Discharged Veteran-Owned Enterprise (HDVE) Firms (as defined in Article 1 of the General Conditions of the Contract for Construction) in its construction projects of three percent (3%) of the total contract value. The Successful Proposer shall be obligated to comply with the SDVE and HDVE Participation Goals established for this Project. The Proposer itself shall comply with this Article 9 for all SDVE or HDVE Subcontractors that are applicable to the submission of the price Proposal and represent a percentage of the SDVE or HDVE Participation in the Proposal and shall ensure compliance by Subcontractors as set forth below.

9.2 The total dollar value of the work granted to an SDVE or HDVE Firm by the Successful Proposer shall be counted towards the applicable goal for the entire Work covered by the Guaranteed Maximum Price ("GMP") and the applicable goal for each of the following: (i) the Work covered by each bid or proposal awarded to a Subcontractor or self-performed by the Construction Manager and (ii) the Work, services and other items comprising the General Conditions Amount. For purposes of this Section, the term "Proposer" shall include, with respect to each bid and proposal identified above that is separately subject to the SDVE and HDVE Participation Goals, the Construction Manager, Subcontractor, or other entity which is awarded such bid or proposal.

9.3 The Proposer may count toward the SDVE and HDVE Participation Goals only expenditures to SDVE and HDVE Firms that perform a commercially useful function in the work of a contract. An SDVE or HDVE Firm is considered to perform a commercially useful function when it is responsible for executing a distinct element of the work or contract and is carrying out its responsibilities by actually performing, managing, and supervising the work.

9.4 The Proposer may count toward the SDVE and HDVE Participation Goals only expenditures to SDVE and HDVE Firms that perform a commercially useful function in the work of a contract. An SDVE or HDVE Firm is considered to perform a commercially useful function when it is responsible for executing a distinct element of the work or contract and is carrying out its responsibilities by actually performing, managing, and supervising the work.

9.5 An SDVE or HDVE Firm does not perform a commercially useful function if its role is solely that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of participation. In determining whether an SDVE or HDVE Firm is such an extra participant, the Owner will examine similar transactions, particularly those in which SDVE or HDVE Firms do not participate.

9.6 A Proposer that is a certified SDVE or HDVE may count one hundred percent (100%) of the contract amount towards the applicable SDVE or HDVE Participation Goal, less any amount awarded to another SDVE or HDVE Firm.

9.7 If the Proposer is a joint venture and the joint venture itself is certified as a SDVE or HDVE Firm, the joint venture may count toward the applicable SDVE or HDVE Participation Goal that portion of the total dollar value of the work equal to the percentage of the ownership and control of the SDVE or HDVE Firm that is a participant in the joint venture. When an SDVE or HDVE Firm performs work as a participant in a joint venture where the joint venture is not separately certified as an SDVE or HDVE Firm, only the portion of the Contract Sum equal to the distinct, clearly defined portion of the work that the SDVE or HDVE Firm performs with its own forces shall count toward the SDVE or HDVE Participation Goal.

9.8 The Proposer shall submit with its Proposal the information requested in the "SDVE/HDVE Compliance Evaluation Form" for every SDVE or HDVE Firm the Proposer intends to award a portion of the Work, services and other items comprising the Preconstruction Phase Fee, General Conditions Amount, or the Construction Phase Fee. Additionally, the Proposer shall require, as a condition to bidding for any part of the Work that all Proposers submit the information requested in the "SDVE/HDVE Compliance Evaluation Form" for every SDVE or HDVE Firm to whom the Proposer intends to award a portion of such Work.

9.9 The Proposer is responsible for obtaining information regarding the certification status of an SDVE or HDVE Firm. Firms must be certified as an SDVE or HDVE, as applicable, by the State of Missouri, Office of Administration as of the date of bid opening.

9.10 The Proposer is required to make a good faith effort to locate and contract with certified SDVE and HDVE Firms. If a Proposer has made a good faith effort to secure the required SDVE and HDVE Participation and has failed, the Proposer shall submit within forty-eight (48) hours of the time for receipt of bids, to the University Contracting Officer the information requested in “Application for SDVE/HDVE Participation Waiver.” The Contracting Officer will review the Proposer’s actions as set forth in the Proposer’s “Application for Waiver” and any other factors deemed relevant by the Contracting Officer to determine if a good faith effort has been made to meet the applicable SDVE or HDVE Participation Goal. If the Proposer is judged not to have made a good faith effort, the Bid may be rejected. Proposers who demonstrate that they have made a good faith effort to meet the SDVE and HDVE Participation Goals may be awarded the contract regardless of the actual percent of SDVE or HDVE Participation, provided that the Bid is otherwise acceptable and is determined to be the best value bid or proposal.

.1 To determine the good faith effort of the Proposer, the Contracting Officer may evaluate factors including, but not limited to, the following:

.2 The Proposer's attendance at pre-bid conferences for the solicitation;

.3 The Proposer's efforts and methods to provide SDVEs and HDVEs with full sets of plans, specifications, or appropriate information in a timely manner to assist the SDVE or HDVE in responding to the Proposer's solicitation. This could include conducting market research to identify SDVEs and HDVEs, and providing emails or written notices to all certified SDVEs or HDVEs listed in OA’s directory that specialize in the areas of work desired and which are located in the applicable area or surrounding areas as early in the acquisition process as practicable. Pro forma mailings to SDVEs or HDVEs requesting bids are not alone sufficient to satisfy good faith efforts;

.4 The Proposer's efforts to make initial contact with at least three (3) SDVEs and three (3) HDVEs for each category of work to be performed, its follow up with those contacted, and whether the Proposer received a proposal for those categories of work;

.5 The Proposer's efforts to assist interested SDVEs and HDVEs in obtaining bonding, lines of credit, or insurance or the efforts made to assist in obtaining necessary equipment, supplies, materials, or related assistance or services;

.6 The extent to which the Proposer divided work into projects suitable for subcontracting to SDVEs or HDVEs including, where appropriate, breaking out contract work items into economically feasible units, for example, smaller tasks or quantities to facilitate SDVE or HDVE participation, even when the Proposer might otherwise prefer to perform the work with its own forces. Prime contractors are not, however, required to accept higher quotes from SDVEs or HDVEs if the price difference is excessive or unreasonable, but the fact that there may be some additional costs involved in finding and using SDVEs or HDVEs is not in itself sufficient reason for a Proposer's failure to meet the contract SDVE and HDVE Participation Goals, as long as such costs are reasonable;

.7 The Proposer's ability to provide sufficient evidence in the form of documentation that supports the information provided;

.8 The reasons provided by the Proposer for the inability to reach a contract percentage and the ability of other Proposers to meet the percentages, if applicable;

.9 Actual past participation of SDVEs and HDVEs achieved by the Proposer; and

.10 The rejection of an SDVE or HDVE solely because its quotation for work was not the lowest received is not a sufficient good faith effort. However, a Proposer is not required to accept an excessive or unreasonable quote in order to satisfy contract percentages.

ARTICLE 10. PREFERENCE FOR MISSOURI PRODUCTS

10.1 The Curators of the University of Missouri have adopted a policy which is binding upon all employees and departments of the University of Missouri, and which by contract, shall be binding upon independent contractors and subcontractors with the University of Missouri whereby all other things being equal, and when the same can be secured without additional cost over foreign products, or products of other states, a preference shall be granted in all construction, repair and purchase contracts, to all products, commodities, materials, supplies and articles mined, grown, produced and manufactured in marketable quantity and quality in the State of Missouri, and to all firms, corporations or individuals doing business ide as Missouri firms, corporations or individuals. Each Proposer submitting a Proposal agrees to comply with and be bound by the foregoing policy.

ARTICLE 11. PROPOSAL FORM

11.1 The Proposal Form is included in the Proposal Documents. Proposal Forms must be completed in ink or typewritten and include all required attachments.

11.2 Proposals by corporations must be executed in the corporate name by the president or vice-president (or other corporate officer accompanied by evidence of authority to sign), and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The state of incorporation shall be shown below the corporate name. Proposals by partnerships must be executed in the partnership name and signed by a partner (accompanied by evidence of authority to sign) and the official address of the partnership must be shown below the signature. Proposals by joint ventures shall be signed by each participant in the joint venture or by an authorized agent of each participant. Proposals by limited liability companies shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature. All names shall be typed or printed in ink below the signatures. The address and telephone number for communications regarding the Proposal shall be shown.

11.3 All blank spaces in the Proposal Form shall be filled. A Proposal price shall be indicated for each item listed therein. Proposals received without all such items completed will be considered nonresponsive. No

alterations in Proposals, or in the printed forms thereof, by erasures, interpolations, or otherwise will be acceptable.

ARTICLE 12. BASIS OF PROPOSAL.

12.1 Proposers shall submit a Proposal on the basis set forth in the Proposal Form. The Proposal shall include all federal sales, excise, and similar taxes, which may be lawfully assessed in connection with their performance of work and purchase of materials to be incorporated in the work. City and State taxes shall not be included as defined within Article 3.16 of the General Conditions for Construction Contract included in the contract documents.

ARTICLE 13. SUBMISSION OF PROPOSALS.

13.1 Proposals shall be submitted at the time and place indicated in the Request for Proposals. Proposals shall be enclosed in an opaque sealed envelope or wrapping addressed to the Owner as indicated in the Request for Proposals.

13.2 Proposals shall be marked with the name and address of the Proposer and shall be accompanied by the Bid Security, Proposer's Affidavit, and other required documents. If the Proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.

13.3 The Proposer's Affidavit shall be properly completed and enclosed in the envelope. A proposal may not be considered unless accompanied by a properly executed and notarized Proposer's Affidavit. Each Proposal envelope shall be identified on the outside with the words "Proposal" and the Project identified. Proposals received after the time and date for receipt of Proposals will be returned unopened.

13.4 Proposer shall assume full responsibility for the timely delivery at the location designated for receipt of Proposals. Oral, telephone, telegraph, or facsimile Proposals are invalid and will not receive consideration. No Proposer may submit more than one (1) Proposal. Multiple Proposals under different names will not be accepted from one (1) firm or association.

13.5 Proposer shall submit the SDVE/HDVE Compliance Form for any SDVE or HDVE providing services as a subcontractor or supplier as part of the Proposers pricing proposal in accordance with Article 9 of these Instructions.

ARTICLE 14. MODIFICATION AND WITHDRAWAL OF PROPOSALS

14.1 The Proposer may withdraw their Proposal at any time before the scheduled closing time for receipt of Proposals, but no Proposer may withdraw their Proposal after the scheduled closing time for receipt of Proposals. Only telegrams, letters and other written requests for modifications or correction of previously submitted Proposals, contained in a sealed envelope which is plainly marked "Modification of Proposal on (name of project on cover sheet)," which are addressed in the same manner as Proposals, and are received by Owner before the scheduled closing time for receipt of Proposals will be accepted and Proposals corrected in accordance with such written requests.

ARTICLE 15. OPENING OF PROPOSALS

15.1 The Owner shall receive, open the sealed proposals, and record the fees and costs listed for each proposal deemed responsive. Only the names of the Proposers will be read aloud. The content of the sealed proposals shall not be made public until a successful proposer is identified.

ARTICLE 16. PROPOSALS TO REMAIN SUBJECT TO ACCEPTANCE

16.1 All Proposals will remain subject to acceptance for one hundred twenty (120) days after the day of opening of the Proposals, but the Owner may, in its sole discretion, release any Proposal and return the Proposal Security prior to that date.

ARTICLE 17. AWARD OF AGREEMENT

17.1 The Owner reserves the right to reject any and all Proposals, including, without limitation, the right to reject any or all Proposals which in the Owner's discretion are nonconforming, nonresponsive, unbalanced, or conditional Proposals.

17.2 The Owner also reserves the right to waive all informalities.

17.3 In evaluating Proposals, the Owner may conduct such investigations, including but not limited to interviews, as the Owner deems necessary to assist in the evaluation of any Proposer and to establish the responsibility, qualifications, personnel availability, and financial ability of Proposers, and other persons and organizations to perform and furnish the Preconstruction Phase Services and Work in accordance with the Agreement to the Owner' satisfaction within the prescribed time. As requested by the Owner, each Proposer shall provide the Owner with a detailed breakdown of its Proposal, including the amount of the General Conditions in the form requested by the Owner.

17.4 If the Agreement is to be awarded, it will be awarded to a responsible Proposer submitting the Proposal that the best value as described herein as determined by the Owner.

17.5 By submitting a Proposal, Proposer agrees that any protest, controversy, dispute or claim arising from the Owner's Request for Proposals, the Proposer's submission of a Proposal, the Owner's rejection of any Proposal and/or the Owner's award of an Agreement on the Project identified above shall be subject to the same dispute resolution requirements as are set forth in the Agreement, which are incorporated herein by reference.

ARTICLE 18. CONTRACT SECURITY

18.1 The Contract Documents (General Conditions – Article 11) set forth the Owner's requirements as to Performance Bonds and Payment Bonds. Prior to the Construction Phase executed by an Early Release Order or the GMP Amendment, the Construction Manager must provide the required Performance Bond and Payment Bond as set forth in the Contract Documents.

ARTICLE 19. EXECUTION OF AGREEMENT.

19.1 The Owner will prepare two unsigned originals of the agreement between Owner and Construction Manager as Constructor for execution by the successful Proposer. The successful Proposer shall execute both originals and return them to the Owner for the Owner's execution. The Owner will execute both originals and return one executed original to the Construction Manager.

PROPOSAL FORM

CONSTRUCTION MANAGER AS CONSTRUCTOR

Project #: XX
[Category]

THIS PROPOSAL IS SUBMITTED TO:

The Curators of the University of Missouri

By

FIRM OF _____
(hereinafter called "Proposer") a corporation* organized and existing under laws of the State of _____
_____,
a partnership* consisting of _____,
an individual* trading as _____,
a joint venture* consisting of _____
_____.

1. The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into the Agreement Between Owner and Construction Manager as Constructor (the "Agreement") with the Owner in the form included in the Proposal Documents to perform and furnish all Preconstruction Phase Services and all Work as specified or indicated in the Agreement within the specified time, and for the amount indicated in this Proposal and in accordance with the other terms and conditions of the Agreement and the Contract Documents.

2. Proposer accepts all of the terms and conditions of the Request for Proposals and Instructions to Proposers, including, without limitation, those dealing with the disposition of Bid Security. This Proposal will remain subject to acceptance and cannot be withdrawn or revoked for one hundred twenty (120) days after the day of Proposal opening. Proposer will sign and deliver the required number of counterparts of the Agreement and other documents required by the Proposal Documents within ten (10) days after receipt of the unsigned Agreement between Owner and Construction Manager as Constructor.

3. In submitting this Proposal, Proposer represents that:

   a. Proposer has examined copies of all the Proposal Documents, including the Addenda.

   b. Proposer acknowledges receipt of the following Addenda:

      Addendum No. _____, Dated: _____;
      Addendum No._____, Dated: _____;
      Addendum No._____, Dated: _____;
      Addendum No. _____, Dated: _____.

   c. Proposer has visited the site and become familiar with and satisfied itself as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the Preconstruction Phase services and the Work required by the Contract Documents.

   d. Proposer is familiar with and has satisfied itself as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Preconstruction Phase services and the Work.

e. Proposer has correlated the information known to Proposer, information and observations obtained from visits to the site with the requirements of the Proposal Documents and the Contract Documents.

f. This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; Proposer has not solicited or induced any person, firm, or corporation to refrain from submitting a Proposal; and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over the Owner.

g. By submitting a Proposal, Proposer agrees that any protest, controversy, dispute or claim arising from the Owner's Request for Proposal, the Proposer's submission of a Proposal, the Owner rejection of any Proposal and/or the Owner award of a contract on the Project identified above shall be subject to the same dispute resolution requirements as are set forth in the Contract Documents.

h. Proposer and all agents, employees and representatives of Proposer have not engaged in the conduct described in the Proposer's Affidavit.

i. Proposer has reviewed those provisions of the Instructions to Proposers, the Agreement, the Provisions of the Agreement and the General Conditions of the Contract pertaining to sales and use tax exemptions and taken those provisions into consideration in the preparation of this Proposal. Proposer will not seek any additional sums based in whole or in part on the Proposer's failure to consider the impact of, or failure to obtain any, sales or use tax exemption referred to in those provisions.

j. Proposer has had an opportunity to examine the site of the Work and has carefully studied the Proposal Documents and Contract Documents, and Proposer has carefully prepared the Proposal upon such basis. Proposer has carefully examined and checked this Proposal and the costs for all materials, equipment and labor required by the Contract Documents and the amount or amounts set forth in this Proposal is, or are, correct and no mistake or error has occurred in this Proposal or in the Proposer's computations upon which this Proposal is based. Proposer shall make no claim for reformation, modification, rescission or correction of this Proposal after the scheduled time for receipt of Proposal.

4. Proposer submits the following proposal for the following items defined in the Agreement and the Provisions of the Agreement:

a. Pre-Construction Fee Amount:_____
_____Dollars ($_____) (lump sum).
(*Attach a completed Schedule of Values that makeup the Construction Manager's Pre-Construction Fee*)

b. General Conditions Amount: _____
_____ Dollars ($_____) (lump sum). (*Attach a completed Breakdown of Cost Components that makeup the Construction Manager's General Conditions*)

c. Construction Phase Fee: _____ percent (___%) of the Cost of the Work as defined in the Agreement

d. Lump Sum Cost of Performance Bond and Payment Bond:
_____ Dollars ($_____) based on the construction budget listed in Exhibit A.

(*Attach documentation from surety or broker evidencing rate upon which the cost is based*)

e. Lump Sum Cost of Insurance required by Article 11 of the General Conditions of the Contract for Construction, or as modified by the Special Conditions: _____ _____ Dollars ($_____)
(*Attach documentation from the insurance companies or brokers evidencing the rates upon which the cost is based and attach documentation concerning how any insurance costs were allocated to this Project*)

5. Communications concerning this Proposal shall be sent to Proposer at the following address:

Name: _____
Address: _____
Phone No. _____
E-mail address: _____

6. The terms used but not defined in this Proposal shall have the meanings indicated in the Agreement or the General Conditions.

7. The undersigned Proposer has completed and attached the following to this Proposal: Preconstruction Schedule of Values; Breakdown of Components Comprising the General Conditions Amount; Proposer's Affidavit; SDVE/HDVE Compliance Evaluation Form(s); Bond information as set forth in Paragraph 4.d above; Insurance information as set forth in Paragraph 4.e above; and Proposal Security.

8. SDVE and HDVE Participation

The SDVE Participation Goal is three percent (3%) for the entire Work covered by the Guaranteed Maximum Price (GMP), and the HDVE Participation Goals is three percent (3%) for the entire Work covered by the Guaranteed Maximum Price (GMP).

a. The undersigned Proposer shall submit with the Proposal the documents and information required by Article 9 of the Instructions to Proposers for SDVE and HDVE Participation related to the Preconstruction Phase Fee, the General Conditions Amount and the Construction Phase Fee, if applicable. If there is no SDVE or HDVE Participation, such documents are not required to be submitted with the Proposal. All SDVE and HDVE requirements and associated documentation with regard to Work awarded to Subcontractors remains in effect.

9. The undersigned Proposer hereby certifies that neither this Proposal nor the computations on which it is based include any amount of money, estimates, or allowance representing wages, moneys, or expenses, however designated, proposed to be paid to persons who are not to be required to furnish materials or actually perform services upon or as a part of the proposed Project.

1) Breakdown of Components Comprising the General Conditions Amount;
2) Proposer's Affidavit;
3) SDVE/HDVE Compliance Evaluation Form(s) if applicable as set forth in Paragraph 8 of the Proposal Form;
4) Bond Information set forth in Paragraph 4.d of the Proposal Form;
5) Insurance Information set forth in Paragraph 4.e of the Proposal Form; and
6) Proposal Security.

SUBMITTED on this _____ day of _____ 20____.

Federal Employer Identification Number_____

If an Individual

_____

(signature of individual)

doing business as _____

Business address: _____

_____

Phone No.: _____

If a Partnership or Joint Venture

_____

(Partnership or Joint Venture Name)

_____

(signature of all general partners or joint venturers)

doing business as _____

Business address: _____

_____

Phone No.: _____

If a Corporation

_____

(corporation name)

_____

(state of incorporation)

By_____

(signature of authorized person)

_____

(title)

Business address: _____

_____

Phone No.: _____

If a Limited Liability Company

_____

(limited liability company name)

_____

(state of incorporation)

By_____

(signature of authorized person)

_____

(title)

Business address: _____

_____

Phone No.: _____

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

PROPOSER (Name & Address):

SURETY (Name & Address of Principal Place of Business):

OWNER
The Curators of the University of Missouri

PROJECT DESCRIPTION

Project Name: xx
Project Number: xx

BOND

Date: xx

Amount: xx

Surety and Proposer, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent or representative.

PROPOSER AS PRINCIPAL
COMPANY: _____ (Corp. Seal)

_____
Signature

_____
Printed Name

_____
Title

SURETY
COMPANY: _____ (Corp. Seal)

_____
Signature

_____
Printed Name

_____
Title

(Attach certified Power of Attorney)

NOW THEREFORE, Bidder and Surety jointly and severally agree to bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of the Bond and subject to the following terms and conditions:

1. Default of Proposer shall occur upon any of the following occurrences: (a) the failure of Proposer to deliver within the time required by the Proposal Documents the executed Agreement required by the Proposal Documents and any other documents required by the Proposal Documents, including the required insurance certificate; (b) the failure of Proposer to execute the Amendment to establish the GMP as required by the Contract Documents; (c) the failure of the Proposer to deliver the Performance Bond and the Payment Bond and other required documents for the Construction Phase; (d) the failure of Proposer to provide evidence that it has procured the insurance required for the Construction Phase as required by the Contract Documents.

2. This obligation shall be null and void if:

   a. Owner accepts Proposer's Proposal and Proposer delivers within the time required by the Proposal Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Proposal Documents and any other documents required by the Proposal Documents; Proposer executes the GMP Amendment in accordance with the Contract Documents and delivers the Performance Bond and Payment Bond; and Proposer delivers evidence that it has procured the insurance required for the Construction Phase as required by the Contract Documents

   b. All Proposals are rejected by Owner, or

   c. Owner fails to issue an Agreement to Bidder within the time specified in the Proposal Documents (or any extension thereof agreed to in writing by Bidder).

3. Payment under this Bond will be due and payable upon default of Proposer and within ten (10) calendar days after receipt by Proposer and Surety of written notice of default from Owner.

4. Notice required hereunder shall be in writing and sent via U.S. Mail or hand delivered to both Proposer and Surety at their respective addresses shown on the face of this Bond and shall be deemed to be effective upon receipt by the party concerned.

5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue the Agreement agreed to in writing by Owner and Proposer.

6. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

7. This Bond is intended to conform to all applicable laws. Any applicable requirement of any applicable law that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable law, then the provisions of said laws shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

Address of Owner:
The Curators of the University of Missouri

Address of Proposer:

_____

_____

Address of Surety:

_____

_____

ADDITIONAL PAYMENT AFFIDAVIT

CONSTRUCTION MANAGER AS CONSTRUCTOR

Project #: [Abstract]
Project Name: [Category]

APPLICATION FOR PAYMENT NO. _____

In addition to all other representations and warranties provided by Construction Manager in submitting the Application for Payment identified above, the Construction Manager represents and warrants to the Owner:

1. No amount set forth in the Application for Payment identified above which is to be paid to a Subcontractor is for any item covered by the General Conditions Amount that results in a duplication of payment for any items covered by the General Conditions Amount ("Duplication of Payment").

2. Construction Manager has not and will not include in the Scope of Work of any Subcontractor any item covered by the General Conditions Amount that would result in a Duplication of Payment.

3. In the event of any Duplication of Payment, the Construction Manager shall immediately pay the Owner the amount of any Duplication of Payment.

The undersigned represents and warrants that he or she has the authority to execute this Affidavit on behalf of the Construction Manager.

_____
Construction Manager

BY:_____
(authorized signature)

TITLE:_____

DATE:_____

STATE OF_____)
) SS
COUNTY OF_____)

The undersigned personally appeared before me, is personally known to me to be the _____ _____ of the above-named Construction Manager, and after being duly sworn, stated that: he/she was and is duly authorized by the above-named Construction Manager to make the statements, undertakings, warranties, and representations contained in the above and foregoing Additional Payment Affidavit; the statements made therein are true and correct; and, he/she executed the same for the purposes and consideration therein expressed.

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

_____
Notary Public

My Commission Expires:_____

CHANGE DIRECTIVE

No. _____

Date of Issuance: _____

Project No. _____
Project Name: _____

Architect:
_____

To Construction Manager:
_____
_____

OWNER:
The Curators of the University of Missouri

You are hereby directed to make the following change(s) in the Agreement Between Owner and Construction Manager as Constructor and the Contract Documents described therein for the Project:

Description: _____
_____
_____

Attachments: _____
_____

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum is:
   a. Lump Sum (increase) (decrease) of $_____
   b. Unit Price of $_____ per _____
   c. As provided in Section 6.4.7 of the Agreement
   d. As follows: _____
      _____

2. The Contract Time is proposed to (be adjusted) (remain unchanged). The proposed adjustment, if any, is an (increase) (decrease) as follows:
   a. Substantial Completion: _____ days
   b. Final Completion: _____ days

When signed by Owner and received by the Construction Manager, this document becomes effective IMMEDIATELY as a Construction Change Directive and the Construction Manager shall proceed with the change(s) described above.

AUTHORIZED BY:

OWNER
The Curators of the University of Missouri

BY:_____

DATE: _____

Signature by the Construction Manager indicated the Construction Manager's agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this Construction Change Directive.

CONSTRUCTION MANAGER
_____
Name
_____
Street Address
_____
City, State, Zip Code
BY: _____
DATE: _____

SDVE/HDVE COMPLIANCE EVALUATION FORM

This form shall be completed by Bidders and submitted with the Bidder's Statement of Qualifications form for each SDVE or HDVE Firm that will perform work under the contract. The undersigned submits the following data with respect to this firm's assurance to meet the goal for SDVE and HDVE Participation.

I. Project: _____

II. Name of General Contractor: _____

III. Name of SDVE/HDVE:_____

Address: _____

Phone No.: _____ Fax No.: _____

IV. Describe the work to be performed. (List Base Bid work and any Alternate work separately):

Base Bid:

_____

_____

_____

V. Dollar amount of contract to be subcontracted to the SDVE/HDVE:

Base Bid: _____

Alternate(s), (Identify separately):

_____

_____

_____

_____

VI. Is the proposed firm certified as an SDVE or HDVE by the State of Missouri, Office of Administration?

Yes _____ No _____

Signature: _____

Name: _____

Title: _____

Date: _____

APPLICATION FOR WAIVER

This form shall be completed and submitted with the Bidder's Statement of Qualifications. Firms wishing to be considered for award are required to demonstrate that a good faith effort has been made to meet the SDVE and HDVE Participation Goals for that project. This form will be used to evaluate the extent to which a good faith effort has been made. The undersigned submits the following data with respect to the Bidder's efforts to meet the SDVE and HDVE Participation Goals.

1. List pre-bid conferences your firm attended where the SDVE and HDVE Participation Goals was discussed.

_____

_____

_____

2. Identify advertising efforts undertaken by your firm which were intended to recruit potential SDVE or HDVE subcontractors or suppliers for various aspects of this project. Provide names of newspapers, dates of advertisements and copies of ads that were run.

_____

_____

_____

3. Note specific efforts to contact in writing those SDVE or HDVE Firms capable of and likely to participate as subcontractors or suppliers for this project.

_____

_____

_____

4. Describe steps taken by your firm to divide work into areas in which SDVE or HDVE Firms would be capable of performing.

_____

_____

_____

5. What efforts were taken to negotiate with prospective SDVE or HDVE Firms? Include the names, addresses, and telephone numbers of SDVE and HDVE Firms contacted, a description of the information given to SDVE or HDVE Firms regarding plans and specifications for the assigned work, and a statement as to why additional agreements were not made with SDVE or HDVE Firms.

_____

_____

_____

6. List reasons for rejecting an SDVE or HDVE Firm which has been contacted.

_____

_____

_____

7. Describe the follow-up contacts with SDVE or HDVE Firms made by your firm after the initial solicitation.

_____

_____

_____

8. Describe the efforts made by your firm to provide interested SDVE and HDVE Firms with sufficiently detailed information about the plans, specifications and requirements of the contract.

_____

_____

_____

9. Describe your firm's efforts to locate SDVE and HDVE Firms.

_____

_____

_____

Based on the above stated good faith efforts made to meet the SDVE and HDVE Participation Goals, the Bidder hereby requests that the original goal be waived and that the percentage goal for this project be set at _____ percent.

The undersigned hereby certifies, having read the answers contained in the foregoing Application for Waiver, that they are true and correct to the best of his/her knowledge, information and belief.

Signature: _____

Name: _____

Title: _____

Company: _____

Date: _____

AFFIDAVIT

"The undersigned swears that the foregoing statements are true and correct and include all material information necessary to identify and explain the operation of _____ (name of firm) as well as the ownership thereof. Further, the undersigned agrees to provide through the prime contractor or directly to the Contracting Officer current, complete and accurate information regarding actual work performed on the project, the payment therefore and any proposed changes, if any, of the project, the foregoing arrangements and to permit the audit and examination of books, records and files of the named firm. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under federal or state laws concerning false statements."

Note - If, after filing this information and before the work of this firm is completed on the contract covered by this regulation, there is any significant change in the information submitted, you must inform the UM Executive Director of Facilities Planning and Development of the change either through the prime contractor or directly.

Signature: _____

Name: _____

Title: _____

Date: _____

Corporate Seal (where appropriate)

Date: _____

State of _____

County of _____

On this _____ day of _____, 20___, before me appeared _____ to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by _____to execute the affidavit and did so as his or her own free act and deed.

(Seal)

_____
Notary Public

Commission expires: _____

AFFIDAVIT OF SDVE/HDVE PARTICIPATION

The apparent low Bidder shall complete and submit this form within 48 hours of bid opening for each Service-Disabled Veteran Business Enterprise (SDVE) or Honorably Discharged Veteran-Owned Enterprise (HDVE) that will participate in the performance of the contract.

1. Name of SDVE or HDVE Firm: _____

   Contact Name: _____

   Address: _____

   Phone No.: _____

2. Is the proposed SDVE or HDVE Firm certified by the State of Missouri, Office of Administration
   Yes □ No □

   Certification Number: _____

3. SDVE or HDVE Firm scope work and dollar amount of participation (List Base Bid and Alternate work separately):

	Scope of Work	Bid/Contract Amount	Final Dollar Amount **(Complete at Project Closeout)**
Base Bid			
Alternate #1			
Alternate #2			
Alternate #3			
Alternate #4			
Alternate #5			
Alternate #6			

Signature Page Follows

The undersigned certifies that the information contained herein (i.e. Scope of Work and Bid/Contract Amount) is true and correct to the best of their knowledge, information and belief.

General Contractor: _____ SDVE/HDVE Firm:_____

Signature: _____ Signature: _____

Name:_____ Name: _____

Title:_____ Title: _____

Date: _____ Date: _____

Sign at Project Close Out

The undersigned certified that the information contained herein (i.e. Scope of Work and Final Dollar Amount) is true and correct to the best of their knowledge, information and belief. If the Final Dollar Amount is different than the Bid/Contract Amount, then attach a written justification for the difference.

General Contractor: _____ SDVE/HDVE Firm:_____

Signature: _____ Signature: _____

Name: _____ Name: _____

Title:_____ Title: _____

Date: _____ Date: _____

END OF SDVE/HDVE COMPLIANCE FORMS

PROPOSER'S AFFIDAVIT

CONSTRUCTION MANAGER AS CONSTRUCTOR

Project #: [Abstract]
Project Name: [Category]

Each Proposer submitting a Proposal on this Project shall complete the Affidavit and submit it with the Proposal Form.

STATE OF _____)
) ss:
COUNTY OF _____)

I, _____, representing _____, (hereinafter the "Proposer"), upon oath depose and state that the Proposer nor anyone in its employment has employed any person to solicit or procure the Agreement Between Owner and Construction Manager as Constructor (the "Agreement") nor will it make any payment or agreement for payment of any compensation in connection with the procurement of the Agreement.

I further depose and state that no part of the Preconstruction Phase Fee or the Construction Phase Fee will be paid to any person, corporation, firm, association, or other organization for soliciting the Agreement, other than the payment of their normal compensation to persons regularly employed by the Proposer whose services in connection with the construction of the public building or project were in the regular course of their duties for the Proposer.

I further depose and state that such Proposal is genuine and not collusive or sham; that said Proposer has not colluded, conspired, connived, or agreed, directly or indirectly, with any proposer or person, to put in a sham bid or to refrain from submitting a proposal, and has not in any manner, directly or indirectly, sought by agreement, or collusion, or communication, or conference with any person to fix the proposal price of affiant or of any other proposer, and that all statements in said Proposal are true.

I further depose and state that Proposer will comply with the SDVE and HDVE Participation Goals for the Project or make a good faith effort to do so.

I further depose and state that Proposer is in compliance with the provisions of RSMo. §292.675 relating to OSHA construction safety training of its employees, and Proposer will comply with the provisions of RSMo. §292.675.

I further depose and state that Proposer is enrolled and participates in a federal work authorization program for all employees providing the type of services and work set forth in the Agreement. I further depose and state that Proposer does not knowingly employ any person who is an unauthorized alien in connection with the type of services and Work set forth in the Agreement. Proof of Proposer's participation in a federal work authorization program is attached hereto. I further depose and state that all Subcontractors shall affirmatively state by affidavit and in each Subcontract that the Subcontractor is not in violation of the provisions of RSMo. §285.530 and shall not be in violation of the provisions of RSMo. §285.530.

I further depose and state that neither the Proposer, nor any person who is an agent, employee or representative of the Proposer, has offered, given or agreed to give any employee or former employee of the Owner, any compensation, guaranty, benefit or offer of employment in connection with any decision, approval, disapproval, recommendation, relating to the award of the Agreement.

The undersigned further warrants that he or she has the authority to execute this affidavit on behalf of the Proposer.

Signature: _____

On this ___ day of _____, 20_____, before me, a notary public, personally appeared _____ to me known to be the person who executed the within Proposer's Affidavit, and acknowledged to me that he/she executed the same for the purposes therein stated.

_____
Notary Public

My Commission expires: _____

AGREEMENT

AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER AS CONSTRUCTOR

This agreement between Owner and Construction Manager as Constructor (this "Agreement") is made and entered into this _____ day of _____, 20_____, by and between The Curators of the University of Missouri, a public corporation of the State of Missouri (the "Owner"), and _____ _____, a _____ organized and existing under the laws of the State of _____ with a business address of _____ _____ (the "Construction Manager").

RECITALS

1. **WHEREAS**, Construction Manager is an organization with extensive experience in furnishing and providing construction services necessary to successfully complete projects of the type and scope of the Project generally described throughout the Proposal Documents Manual for (Project Number and Project Name) _____(the "**Proposal Documents Manual**"), the contents of which Construction Manager has received and reviewed prior to the date of this Agreement set forth above (**the "Project"**).

2. **WHEREAS,** Construction Manager is ready, willing and able to perform its obligations as set forth in this Agreement.

3. **WHEREAS**, Owner desires Construction Manager to perform the Services and the Work in accordance with the Contract Documents listed below.

4. **WHEREAS,** the term "Architect" as used in the Contract Documents shall mean _____ _____, with a business address of _____ _____.

NOW, THEREFORE, in consideration of the foregoing, the agreements, covenants and payments hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Construction Manager accepts the relationship of trust and confidence established with the Owner by this Agreement, and covenants with the Owner to furnish the Construction Manager's skill and judgment in furthering the interests of the Owner. The Construction Manager shall furnish construction administration, management and supervision services and use the Construction Manager's best efforts to perform and furnish the Services and the Work in an expeditious, economical, timely and safe manner consistent with the interests of the Owner in accordance with this Agreement and other Contract Documents.

2. The Contract Documents consist of the following, which are incorporated herein by reference:
   a. This Agreement Between Owner and Construction Manager as Constructor ("Agreement")
   b. The Provisions of the Agreement between the Owner and Construction Manager as Constructor (Current Edition)("Provisions of the Agreement")
   c. All Exhibits attached hereto, which consist of:

      i. **Exhibit A**, General Project Description
      ii. **Exhibit B**, Initial Construction Schedule
      iii. **Exhibit C**, Preconstruction Schedule of Values
      iv. **Exhibit D**, Fee Matrix defining Items Included, General Conditions Amount, Construction Phase Fee and the Cost of Work.
      v. **Form of Amendment and Exhibits**

d. Construction Manager's Proposal for the Project submitted pursuant to the Project Documents Manual, Qualifications Submittal, and the documents that accompanied such Proposal

e. The University of Missouri's General Conditions of the Contract for Construction (Current Edition) (the "**General Conditions**"). The term "Contractor" as used in the General Conditions shall mean the Construction Manager. The term "Contract Documents" as used in the General Conditions shall mean the Contract Documents set forth in Section 2 of this Agreement and any executed Early Release Order in the form attached to the Provisions of the Agreement. The term "Construction Contract" and "Contract for Construction" as used in the General Conditions shall collectively mean this Agreement, the Provisions of the Agreement, Early Release Orders, and the executed Amendment in the form attached to the Provisions of the Agreement. For the Preconstruction Phase, the General Conditions of the Contract for Construction shall apply only as specifically provided in the Provisions of the Agreement

f. Amendment to this Agreement and the Provisions of the Agreement executed by the Owner and Construction Manager pursuant to Section 2.8 of this Agreement and the drawings, specifications, addenda and other documents referred to there "**Amendment.**"

g. The Bonds and Insurance as described in the General Conditions of the Contract for Construction and in the Provisions of the Agreement

h. Modifications issued after execution of this Agreement. A "**Modification**" is (a) a written amendment to this Agreement or the Contract Documents signed by both parties; (b) a Change Order; (c) Change Directive; or (d) written orders for minor changes in the Work issued pursuant to Section 6 of this Agreement. Modifications shall become Contract Documents upon their execution or issuance.

i. Approved Shop Drawings and submittals and the reports and drawings of subsurface and physical conditions are not Contract Documents.

3. This Agreement, together with the other Contract Documents herein above mentioned, form the entire contract between the Owner and Construction Manager for the Services and the Work of the Project (the "Contract"). The terms, provisions and conditions of the Contract Documents are incorporated into, and are as fully a part of, the Contract as if attached hereto or herein repeated. Construction Manager hereby represents to Owner that it has received, read and understand all of the terms, provisions and conditions of the Contract, to the extent such terms, provisions and conditions have been established as of the date of this Agreement set forth above. If any provision of another Contract Document, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

4. Any capitalized terms used but not defined in this Agreement shall have the meanings indicated in the Provisions of the Agreement. If any provision of the General Conditions conflicts with or is inconsistent with the Provisions of the Agreement, the Provisions of the Agreement shall govern.

5. The Preconstruction Phase Fee shall be the stipulated sum of _____ _____ Dollars ($_____).

6. The General Conditions Amount shall be the stipulated sum of _____ _____ Dollars ($_____).

7. The Construction Phase Fee shall be _____ Percent _____ _____%.

No member or officer of the Board of Curators of the University incurs or assumes any individual or personal liability by the execution of this Agreement or Amendment, or by reason of the default of the Owner in the performance of any of the terms hereof or the Contract Documents. All such liability of members or officers of the Board of Curators of the University of Missouri as such is hereby released by Contractor as a condition of and consideration for the execution of this Agreement.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed pursuant to due and legal action authorizing same to be done, the date first above written.

CURATORS OF THE UNIVERSITY OF MISSOURI
"Owner"

By: _____ Date: _____
Charles D. Bouse, Jr. AIA, LEED AP, BD&C
Executive Director
Facilities Planning & Development

FIRM _____
"Construction Manager"

By: _____ Date: _____

Printed Name: _____

Title: _____

PROVISIONS OF THE AGREEMENT
BETWEEN THE OWNER AND CONTRCUTION MANAGER AS CONSTRUCTOR

ARTICLE 1
GENERAL PROVISIONS

1.1 As used in the Contract Documents, the following terms shall have the meanings indicated below which are applicable to both the singular and the plural thereof:

1.1.1 "**Successful Proposer**" shall mean a Proposal or bid that Owner determines is the lowest responsive proposal as described herein.

1.1.2 "**Qualifications Submittal**" shall mean the Successful Proposer's response to the Owner's Request for Qualifications.

1.1.3 "**Construction Documents**" mean drawings, specifications and other documents in which the requirements for the Work are set forth in detail.

1.1.4 "**Design Development Documents**" shall mean drawings, specifications and other documents which describe the size and character of the Project, including architectural, structural, mechanical and electrical systems and materials and such other elements as may be appropriate.

1.1.5 "**Related Party**" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with Construction Manager; any entity in which any stockholder in, or management employee of, Construction Manager owns any interest in excess of ten percent (10%) in the aggregate; or any person or entity which has the right to control the business or affairs of Construction Manager. The term "**Related Party**" includes any member of the immediate family of any person identified herein.

1.1.6 "**Subcontract**" shall mean a written agreement between the Construction Manager and a third party whereby a third party is to furnish or provide a portion of the Work on the Project. Subcontract shall include written agreements between Construction Manager and a Subcontractor or a manufacturer, fabricator, supplier or vendor to furnish material or equipment that is to be part of the Work or necessary for the Work.

1.1.7 "**Schematic Design Documents**" mean drawings and other documents which establish the general scope, conceptual design and the scale and relationship of the concepts of the Project.

1.2 Construction Manager shall cooperate with the Owner, Architect, and any and all other consultants engaged by the Owner performing services for the Project and shall coordinate the Preconstruction Phase Services and the Work with the Architect and such other consultants.

1.3 Construction Manager shall provide all management and administration services necessary or required to properly perform the Preconstruction Phase Services and to provide and furnish the Work, including consultations with the Owner, and such Services and Work shall include research, conferences, and presentations.

1.4 Any review of the Construction Manager's Services and Work hereunder by the Owner shall not waive, release or relieve the Construction Manager of its obligation to properly perform and provide the Services and Work hereunder.

1.5 Construction Manager shall be primarily responsible for coordinating the distribution and assembly of information needed to perform the Preconstruction Phase Services and provide the Work, including but not limited to the collection of any information from the Owner.

1.6 Construction Manager shall correct, at its own cost and expense, any errors or deficiencies in the Services performed under this Agreement. The acceptance of any Services by the Owner shall not relieve Construction Manager of the responsibility for compliance with the terms of the Contract Documents or subsequent correction of such errors or deficiencies unless, and only to the extent, the Owner has knowingly waived such correction requirements in writing.

ARTICLE 2
CONSTRUCTION MANAGER'S RESPONSIBILITIES

2.1 **General**

2.1.1 The Construction Manager shall perform the Preconstruction Phase Services as described herein and the Construction Manager shall perform the Work as set forth in the Contract Documents including Early Release Orders and the Amendment executed by the Owner and the Construction Manager during the Construction Phase. The Construction Manager acknowledges and agrees that the Construction Phase may commence before the Preconstruction Phase is completed, and in such case both Phases will proceed concurrently. The Services to be provided under Sections 2.2 through 2.9, inclusive, and the applicable sections of Article 1, shall constitute Preconstruction Phase Services.

2.2 **Program and Evaluation**

2.2.1 The Construction Manager shall review and comment upon the program for the Project throughout the development of the program. The Construction Manager shall visit the site with representatives of Architect and the Owner in connection with Construction Manager's review of the program for the Project.

2.2.2 When the Project requirements have been sufficiently identified, the Owner will provide Construction Manager a Construction Cost Budget. Any Construction Cost Budget developed before the execution of this Agreement is set forth in **Exhibit A** attached hereto**.** The term "**Construction Costs**" shall mean the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Architect. The Construction Costs shall include the cost of labor and materials to be furnished by the Owner, as disclosed to the Construction Manager by the Owner in writing. Construction Costs do not include the compensation to be paid to the Architect and Architects' Consultants, the cost of land, rights-of-way, financing or other similar costs which are the responsibility of the Owner.

2.3 **Consultation**

2.3.1 Throughout the development of the design of the Project, the Construction Manager with the Architect shall jointly schedule and attend regular meetings with the Owner. The Construction Manager shall consult with the Owner and Architect regarding site se and improvements and the selection of materials, building systems and equipment. The Construction Manager shall provide recommendations on construction feasibility; actions designed to minimize adverse effects of labor or material shortages; time requirements for procurement, installation and construction completion; and factors related to construction cost, including estimates of alternative designs or materials, preliminary budgets and possible economies. In the review of the drawings and specifications for the Project prepared by the Architect through their development, it is not the Construction Manager's primary responsibility to ascertain that such drawings and specifications are in accordance with any applicable federal, state or local laws, statutes, ordinances, building codes, rules, regulations or interpretations thereof ("**Laws**"). However, if the Construction Manager recognizes that portions of the drawings and specifications are at variance with Laws, the Construction Manager shall promptly notify Architect and the Owner in writing.

2.3.2 Based upon the Construction Cost Budget, the Construction Manager shall provide an evaluation of the program and Construction Cost Budget, each in terms of the other.

2.3.3 The regular meeting described in Section 2.3.1 shall serve as a forum for the exchange of information concerning the Project and review of the design progress. Construction Manager shall review minutes of these meetings prepared by Architect and shall provide comments to such minutes.

2.3.4 The Construction Manager shall assist in the Architect's investigation and assessment of the existing facilities and the existing conditions at the site of the Project.

2.3.5 The Construction Manager shall develop and manage a construction management plan so that the Work is coordinated and done in a manner so as to avoid interference with any existing facilities. The Construction Manager shall also develop safety, security and other requirements for the Project to protect the public, workers, the Owner, and the property of the Owner, from risks and hazards as a result of the continued use of the existing facilities during the construction of the Project.

2.3.6 The Construction Manager shall initiate meetings with the Architect to explore methods in which the environmental performance and sustainability of the Work for the Project might be improved and the environmental impact reduced. The Construction Manager shall, in conjunction with the Architect, evaluate the selection of products and materials and/or the adoption of construction or architecting methods, techniques and processes which result in or involve:

- reductions in waste;
- reductions in energy consumption;
- reductions in water consumption;
- reductions in CO_2 emissions;
- reductions in materials from non-renewable sources;
- reductions in commercial vehicle movements;
- maintenance or optimization of biodiversity;
- maintenance or optimization of ecologically valuable habitat; and
- improvements in whole life performance.

The Construction Manager shall recommend those methods, products, materials, techniques and processes it believes would be beneficial for the Owner and the Project. However, such recommended methods, products, techniques and processes shall not be utilized unless approved in writing by the Owner and incorporated into the Contract Documents. The methods, products, materials, techniques and processes approved in writing by the Owner are hereinafter referred to as the "Sustainability Measures."

2.4 **Construction Schedule**

2.4.1 When Project requirements have been sufficiently identified, the Construction Manager shall prepare, and periodically update, a schedule for construction, of the Project for the Architect's and Owner's review (the **"Construction Schedule"**) which shall update and refine the Initial Construction Schedule described below. The schedule shall conform to the phasing and completion dates set forth in the initial schedule attached hereto as **Exhibit B** (the **"Initial Construction Schedule"**). The Construction Manager shall coordinate and integrate the Construction Schedule with the services and activities of the Owner, Architect and Construction Manager. As design proceeds, the Initial Construction Schedule shall be updated to indicate proposed activity sequences and durations, milestone dates for receipt and approval of pertinent information, preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead-time procurement, dates for delivery of Owner Furnished/Contractor Installed materials or equipment, the Owner's occupancy requirements showing portions of the Project having occupancy priority, and proposed date of Substantial Completion. If the Construction Schedule updates indicate that previously approved schedules may not be met, the Construction Manager shall make appropriate recommendations to the Owner and Architect so that the Owner's occupancy requirements can be satisfied.

2.4.2 After GMP Design Documents as defined in Section 2.8 of this Agreement have been prepared by the Architect, the Construction Manager shall submit the GMP Documents to the Owner, including the detailed Construction Schedule. The Construction Schedule submitted with the GMP Documents shall be in a detailed format satisfactory to the Owner and Architect which shall also: (1) provide a graphic representation of all activities and events that will occur during performance of the Work; (2) identify each phase of construction and occupancy; and (3) set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents (hereinafter referred to as "**Milestone Dates**"). If the Owner or Architect has a reasonable objection to the Construction Schedule submitted by Construction Manager, the construction schedule shall be promptly revised by the Construction Manager in accordance with the recommendations of the Owner and Architect and re-submitted for approval. The detailed Construction Schedule prepared by the Construction Manager and submitted with the GMP documents shall take precedence over the initial construction schedule included as Exhibit B following execution of the GMP Amendment.

2.4.3 All schedules prepared by Construction Manager, including the Construction Schedule, shall incorporate the construction management plan set forth in Section 2.3.5 of this Agreement.

2.5 **Phased Construction**

2.5.1 The Construction Manager shall make recommendations to the Owner and Architect regarding the phased issuance of Drawings and Specifications to facilitate phased construction of the Work, taking into consideration such factors as economies, time of performance, availability of labor and materials, and provisions for temporary facilities.

2.6 **Cost Management**

2.6.1 The Construction Manager shall conduct a construction market survey to provide current information regarding the general availability of local construction services, labor, material and equipment costs and the economic factors related to the construction of the Project.

2.6.2 When the program and Project requirements have been sufficiently identified and the Architect has prepared other basic design criteria, the Construction Manager shall prepare an estimate of Construction Costs utilizing appropriate and sound estimating techniques. The Construction Manager shall review with the Architect and the Owner any difference between the Construction Cost Budget and such estimate, identify reasons for any difference and recommend means to eliminate the difference. The Owner may have the Architect's team develop its own construction cost estimate. Estimates shall be organized by major building component or system, such as the CSI UniFormat. Prior to the preparation of the first estimate by the CM, the Owner, A/E and CM will jointly determine the appropriate estimating format to facilitate efficient comparison and reconciliation of the estimates of both parties. The application of contingency amounts, allowances, unit prices and other prospective costs will be reviewed to avoid inefficient estimate reconciliation. The project team (Owner, A/E, and CM) will resolve any significant differences among the estimates before proceeding to the next design phase. Resolving these issues may include changes in project scope as the team works to develop and refine the construction cost budget that meets or exceeds the owner's project requirements. The Construction Manager shall prepare a report describing the agreed upon means to eliminate any difference and distribute such report to the Architect and the Owner.

2.6.3 When Schematic Design Documents have been prepared by the Architect and approved by the Owner, the Construction Manager shall prepare a more detailed estimate with supporting data. During preparation of the Design Development Documents and other design documents, the Construction Manager shall update and refine this estimate at appropriate intervals. The Construction Manager shall review with the Architect and the Owner any difference between the Construction Cost Budget and such estimate, identify revisions for any difference and recommend means to eliminate the difference. The Construction Manager shall prepare a report describing the agreed upon means to eliminate the difference and distribute such report

to the Architect and the Owner. All such estimates shall include a line item for the anticipated contingency amount, recommended allowances and other prospective costs that may be incurred at establishment of the GMP, recognizing that these line-item numbers will be refined as the process progresses.

2.6.4 When GMP Design Documents have been prepared by the Architect and approved by the Owner, the Construction Manager shall submit to the Owner the GMP Documents described in Section 2.8 of this Agreement.

2.7 **Long-Lead Time Items**

2.7.1 The Construction Manager shall recommend to the Architect and the Owner a schedule for procurement of long-lead-time items which constitute part of the Work as required to meet the Owner's occupancy and schedule requirements for the Project. The Construction Manager shall identify critical material and equipment items that 1) require early procurement to meet Owner occupancy requirements, or 2) are at high risk for price escalation. The Construction Manager shall assist the Owner in mitigating this risk by providing alternative strategies for procurement or recommending alternative products. If the Owner elects at its sole discretion to procure such long lead items, then, upon the Owner's acceptance of the Construction Manager's GMP Documents described in Section 2.8 of this Agreement, all contracts for such items shall be assigned by the Owner to the Construction Manager, who shall accept responsibility for such items as if procured by the Construction Manager. The Construction Manager shall expedite the delivery of long-lead-time items.

2.8 **GMP Documents**

2.8.1 Within thirty (30) days after the Owner has requested that the Construction Manager submit the GMP Documents described below, and the Owner has submitted drawings, specifications and other design documents prepared by the Architect (**"GMP Design Documents"**), the Construction Manager shall submit the following to the Owner:

2.8.1.1 A proposed Guaranteed Maximum Price, which shall be the sum of the Cost of the Work defined in Article 7 of this Agreement, contingency and allowances approved by the Owner, the General Conditions Amount defined in Section 6.1 of this Agreement, and the Construction Phase Fee defined in Section 6 of this Agreement. The Construction Manager shall provide an itemized statement of the Guaranteed Maximum Price organized by trade categories, general condition categories, allowances, contingencies, base bid quantities with unit prices for more or less as applicable, alternates and other items that comprise the Guaranteed Maximum Price. The Construction Manager shall include a bid tab and subcontractor recommendations for all subcontractors not previously approved through the ERO process. The recommendation letter shall include a summary of all subcontractors' bid adjustments and the reasons for the adjustment(s).

2.8.1.2 A Schedule of Values for all work that will be self-performed, has been subcontracted or will be subcontracted and is a portion of this Amendment allocating the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Phase Fee may be shown as a single item. The Schedule of Values should be prepared in such form as prescribed by the Owner and supported by such data to substantiate its accuracy as the Architect and Owner may require. If the Architect or Owner has an objection to the Schedule of Values, the Construction Manager shall revise the Schedule of Values to satisfy such objection ("**Construction Schedule of Values**"). The Construction Manager shall include a spreadsheet illustrating the formulas used to establish the values included in the Schedule of Values to facilitate review by the Owner.

2.8.1.3 The GMP Design Documents that define the Scope of Work including Drawings, Specifications, and Other Documents (Exhibit 2).

2.8.1.4 The detailed Construction Schedule (Exhibit 3) developed pursuant to Section 2.4 of this Agreement. The Date of Substantial Completion shall not exceed the completion date set forth in **Exhibit B** attached hereto, without the written approval of the Owner. The Construction Schedule shall include the weather days indicated in the Special Conditions. This Construction Schedule shall include milestone dates established by the Owner and Architect and shall include required dates for the delivery of Owner provided material/equipment.

2.8.1.5 SDVE and HDVE Participation Information: This shall include:

2.8.1.5.1 The current participation for any Early Release Order Work and the GMP, including documentation supporting the level of SDVE and HDVE Participation required by the Proposal Form and the Instructions to Proposers.

2.8.1.5.2 The strategies to be used to make a good faith effort to locate and contract with SDVE and HDVE Firms as described in Article 9 of the Instructions to Proposers. These strategies shall also include the efforts as presented in the Construction Manager's Qualifications Package.

2.8.1.5.3 The Application for Waiver (if applicable).

(Collectively referred to as "**GMP Documents**")

2.8.2 Construction Manager recognizes and agrees that after Construction Manager's submission of the GMP Documents, approval and acceptance of the GMP Documents by the Owner and the Owner's execution of the Amendment, the Construction Manager shall obtain bids for the Construction Phase Work as more fully set forth below, unless the Construction Manager is authorized to obtain bids before acceptance of the GMP Documents by Owner.

2.8.3 The Guaranteed Maximum Price shall include Construction Manager's contingency, a sum established by Construction Manager and approved by the Owner to cover Costs of the Work, but not the basis for a Change Order (the "**Contingency**"). The Contingency shall be set forth in the Amendment. The Contingency is intended to be used to only cover certain costs for risks to the Construction Manager that could not have been reasonably quantified in the establishment of the Guaranteed Maximum Price, such as: gaps between the scope of Work between Subcontractors; Subcontractor default; and design omissions which a prudent Construction Manager could not have reasonably detected during the discharge of his Pre-Construction Services.. Nothing contained herein shall be construed as a method or means to increase the Guaranteed Maximum Price. The Construction Manager may use the contingency only to cover costs consistent with this Section. The Construction Manager shall provide prior notice to the Owner when applying the Contingency funds. The Construction Manager shall not be entitled to use the contingency for individual expenditures over twenty-five thousand dollars ($25,000) without the prior written approval of the Owner. Construction Manager shall not be entitled to use either the contingency or any allowance for expenses incurred directly by the Construction Manager and not on behalf of a subcontractor or material supplier without the prior written approval of the Owner. The Owner has the right to deny use of the Contingency for items not within the definition given above. The Construction Manager will include all contingency adjustments as part of the monthly report specified in 2.08.7. The Contingency amount may be reduced when the Owner and Construction Manager agree that the level of risk has been mitigated and a partial Contingency reduction is acceptable. All funds remaining in the Contingency at the conclusion of the project shall revert to the Owner via change order.

2.8.3.1 The Construction Manager's Contingency shall not be used for the following:

a. Costs due to the fault or negligence of Construction Manager.
b. Overages in subcontractor bid pricing;
c. Overtime costs unless approved by the Owner;

d. Any work covered by the Construction Manager's General Conditions amount.
e. Payment of liquidated damages, reimbursement of additional services of the Owner's consultants due to deficient or delayed work, or similar back charges or direct damages from the Owner caused by the Construction Manager
f. Correction of errors, omissions, conflicts or defects in the documents that would be discoverable through reasonable review and inspection of the documents during the constructability and buildability reviews required by this Contract.
g. Any costs that are recovered by the Construction Manager from insurance, sub-contractors or suppliers, or other sources.
h. To supplement the Construction Manager's own office or field staff, beyond the levels or commitment originally agreed to, without the prior written consent of the Owner.
i. Repairs or replacement of damage caused by the Construction Manager or their subcontractors.

2.8.4 Buy-Out Savings is defined as the positive difference between the sum total of all self-performed work secured by the Construction Manager in accordance with article 2.9.7 and subcontract obligations between the Construction Manager and the Construction Manager's subcontractors, and the sum total of the corresponding GMP line items. Buy-Out Savings will remain in an Allowance category of the same name (Buy-Out Savings Allowance) and may be used at the discretion of the owner to procure pending alternates not included in the GMP described in Exhibit 1 of the Amendment. Acceptance of pending alternates shall be approved and authorized by the owner utilizing the same process as owner authorized use of the Construction Manager's contingency and allowances. The balance remaining in the Buy-Out Savings Allowance after acceptance of pending alternates will remain in the Buy-Out Savings Allowance line item for discretionary use by the owner. The Construction Manager shall not use these funds without the written consent of the Owner. All funds remaining in this Allowance line item shall be returned to the Owner at project closeout.

2.8.5 All allowances proposed by the Construction Manager to be included in the Guaranteed Maximum Price shall be held by the Construction Manager and not included within a subcontractor bid package. All allowances must be approved by the Owner prior to their inclusion. All allowances shall be used only for the purpose approved by the Owner and only with the written approval of the Owner. If there are residual funds remaining following the conclusion of the work completed with allowance funds, on a line-item basis, those funds shall revert to the Buy-Out Savings Allowance. Allowance funds set aside for one purpose cannot be used to supplement allowance funds allocated for any other purpose without the written approval of the Owner. In the event an allowance amount is insufficient to cover the intended scope, and with no delay in the prosecution of the Work, the Construction Manager shall notify the Owner in writing detailing the reason for the overage. If the overage is not the result of negligent acts of the Construction Manager, the Owner will determine the amount, if any, and the source of additional funding.

2.8.5.1 Escalation Allowance. Prior to execution of the GMP Amendment, the Construction Manager may include an allowance for unanticipated price escalations in cost estimates ("Escalation Allowance"). The amount of the Escalation Allowance shall be approved by the Owner. The Escalation Allowance shall be used to mitigate unforeseen cost increases on Cost of Work estimates prior to the execution of the GMP Amendment. The Escalation Allowance shall not be applied to any Work that has already been bid prior to the GMP Amendment. The Construction Manager shall provide documentation detailing the reason the application of Escalation Allowance was required. At the time the GMP Amendment is executed, the balance of the Escalation Allowance shall go to the buyout savings line item.

2.8.5.2 Design Contingency. The Construction Manager may include a contingency, in an amount approved by the Owner, to be used to mitigate unforeseen costs resulting from the completion of the Design Documents ("Design Contingency"). The Construction Manager shall provide documentation detailing the reason the application of Design Contingency was required. At

the completion of the design, the remaining Design Contingency shall go to the buyout savings line item.

2.8.6 Base bid quantities with unit prices for more or less may be included in applicable bid packages with Owner approval of the types, quantities and unit price structure. Pertinent scopes include but are not limited to rock removal, including general excavation, trench rock and drilled piers, removal and replacement of unsuitable soils, removal of asbestos and placement of lean concrete. All such base bid quantities shall be itemized in the Amendment.

2.8.7 The Construction manager shall submit a detailed report to the Owner with each monthly pay request itemizing all contingency expenditures, allowance expenditures, allowance transfers to contingency or buy-out savings and anticipated uses of contingency foreseeable at the time.

2.8.8 In submitting the proposed Guaranteed Maximum Price, Construction Manager shall provide supporting documents which shall include the detailed estimate of the Cost of the Work developed pursuant to Section 2.6 of this Agreement, a breakdown of the General Conditions Amount, and the amount of the Contingency included in the Guaranteed Maximum Price as described in Section 2.8 of this Agreement.

2.8.9 The Construction Manager shall meet with the Owner and the Architect to review the GMP Documents and the supporting documents. If the Owner or the Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager and the Construction Manager shall make appropriate adjustments in the GMP Documents.

2.8.10 Upon acceptance of the GMP Documents by the Owner, the Guaranteed Maximum Price shall be set forth in the form “Amendment” provided in the Proposal Documents Manual, which shall attach and incorporate the Construction Schedule, and Construction Manager and the Owner shall execute the Amendment.

2.8.11 Construction Manager recognizes and acknowledges that the GMP Documents shall be submitted before all Construction Documents are completed by the Architect. In submitting the GMP Documents, Construction Manager shall take into account the level of completeness of the GMP Design Documents and Construction Manager shall exercise its best skill and efforts to make: (i) appropriate judgments and inferences in connection with the requirements of the GMP Design Documents; and (ii) all inquiries of the Architect to clarify the GMP Design Documents as necessary to develop accurate and binding GMP Documents.

2.8.12 As Construction Documents are developed by the Architect for purposes of obtaining bids for the various portions of the Work, a copy shall be furnished to the Construction Manager for its review. Construction Manager shall not be permitted to claim any adjustment to the “Amendment” in connection with the completion of the Construction Documents except for Scope Changes. A “**Scope Change**” is defined as Work described in the Construction Documents that is not reasonably inferable from either the GMP Design Documents or any other previously furnished Contract Documents by a reasonably prudent and careful contractor and is: (i) materially inconsistent with the GMP Design Documents; or (ii) a material change in the quantity, quality, programmatic requirements or other substantial deviation in the GMP Design Documents. Construction Manager acknowledges and agrees that the Construction Documents are not intended to change the scope, quality, quantity, function or design intent of information set forth in the GMP Design Documents and not all differences between the GMP Design Documents and the Construction Documents, or information first appearing in the Construction Documents, constitute Scope Changes, but rather are scope detailing. After reviewing the Construction Documents provided by the Architect, the Construction Manager shall notify the Owner in writing of any item in the Construction Documents that, in Construction Manager’s opinion, represents a Scope Change, setting forth

in detail, estimated cost and the reasons the Construction Manager contends that information or requirements of the Construction Documents represent a Scope Change (such a notice referred to as a **"Scope Verification Request"**). Failure of the Construction Manager to provide a Scope Verification Request within thirty (30) calendar days after the date of receipt of the Construction Documents for such portions of the Work to be bid by the Construction Manager shall mean that the Construction Documents are consistent with the GMP Design Documents; no Scope or Schedule Changes exist; and the "Amendment" shall remain unchanged.

2.8.13 If Construction Manager timely submits to the Owner a Scope Verification Request, then the Owner shall have the following options:

2.8.13.1 Within fifteen (15) calendar days after receipt of a Scope Verification Request, the Owner may direct the Architect to redesign that aspect of the Construction Documents to bring the alleged Scope Verification design into original scope compliance. The Construction Manager shall cooperate with the Owner and Architect during the redesign effort and shall make recommendations appropriate to correct such portions of the Construction Documents. The Architect shall then submit to the Construction Manager and the Owner the revised Construction Documents; or

2.8.13.2 If, upon review of a Scope Verification Request, the Owner believes that the portion of the Work described therein does not constitute a Scope Change, the Owner shall so advise the Contractor within fifteen (15) calendar days of receipt of such Scope Verification Request. The Owner and the Construction Manager will attempt to resolve their disagreement and identify elements of the Scope Verification Request that can be revised. If such disagreement is not resolved, the Work described in the Scope Verification Request shall be identified in a schedule (the "**Disputed Work Schedule**") to be prepared and periodically updated by the Owner. Whenever possible, the Owner and the Construction Manager shall resolve items set forth in the Disputed Work Schedule, confirming such resolution in a written memorandum signed by both parties. An appropriate Change Order, if necessary, will then be issued. All items remaining in the Disputed Work Schedule shall be performed by the Construction Manager as required by the Construction Documents. Such disputes shall be resolved in accordance with the Contract Documents. If the Owner does not respond to a Scope Verification Request, the Scope Verification Request shall be deemed disputed by the Owner. Regardless of any disputes between the Construction Manager and the Owner, the Construction Manager shall be responsible for providing all of the Work in accordance with the Construction Documents provided by the Architect and the Contract Documents.

2.8.13.3 If, upon review of a Scope Verification Request, the Owner agrees with the Construction Manager's request for an increase in the GMP, an appropriate Change Order will be executed. The Construction Manager shall only be allowed to include the Construction Phase Fee, cost of insurance, and cost of bonds applied to the Change Order amount.

2.8.14 Prior to the Construction Phase executed by an Early Release Order or Amendment, the Construction Manager shall procure and furnish to the Owner a performance bond and a payment bond in the form provided by the Owner that satisfy the requirements of the General Conditions (the "**Bonds**"). If an Early Release Order(ERO) is executed prior to the execution of the Amendment, the original performance and payment bonds issued at the time of the ERO execution will be increased utilizing a Rider prepared by the Owner and executed by the Construction Manager and surety. The Construction Manager shall furnish the Owner a certificate of insurance evidencing it has procured the insurance coverages required for the Construction Phase.

2.8.15 Prior to proceeding with the work executed by an Early Release Order or Amendment, the Owner will execute a Notice to Proceed in accordance with Article 9 of the General Conditions.

The Construction Manager is required to submit one (1) signed copy of the instruments defined in Article 9 of the General Conditions prior to the first payment.

2.9 **Bidding and Award Services**

2.9.1 The Construction Manager shall publicly advertise for competitive bids or proposals for the performance of all major elements of the Work other than minor Work included in the General Conditions Amount (the "**Construction Work**") in accordance with section 67.5050, RSMo and the Owner's Collected Rules and Regulations 70.060. The Construction Manager shall provide a copy of the invitation to bid (advertisement) document for each bid package to the Owner at least twenty-four (24) hours prior to the advertisement date to facilitate: 1. posting of the invitation to bid on the Owner's website; and 2. emailing the invitation to bid through the Owner's bid announcement process. Upon such notice to the Owner from the Construction Manager, the invitation to bid will be emailed to all firms that subscribe to the UM System project mailing list, published on the applicable campus website, and linked to the UM System, Facilities Planning and Development website. At a minimum, the Construction Manager shall publish an invitation to bid for each bid package on their project management website, provide advertisements to appropriate plan rooms, and send bid invitations to prospective subcontractors. All advertisements shall run for a minimum of ten calendar days. The award of Subcontracts shall be made pursuant to Section 2.09 of this Agreement.

2.9.2 The Construction Manager shall develop bidding criteria, bidding schedules and bidding information for the Construction Work and shall develop bidders' interest in the Project. Upon request by the Owner, the Construction Manager shall provide a list of bidders invited to bid with a corresponding list of those indicating their intent to bid. This list shall indicate whether the bidder is a certified SDVE or HDVE. The Construction Manager shall develop the invitation to bid, instructions to bidders, qualification criteria, the bid form, subcontract and contract documents with Subcontractors, including any addenda issued prior to receipt of bids for the Construction Work. The Construction Manager shall only utilize bidding documents for the Construction Work approved by the Owner in writing. The Construction Manager shall include necessary provisions of the Owner's form of Instructions to Proposers, General Conditions and other applicable terms of this Agreement in the bidding documents. This includes the SDVE/HDVE Participation Form and Affidavit provided in the Proposal Documents Manual.

2.9.3 The Construction Manager, with the assistance of the Architect, shall conduct Prebid conferences with prospective bidders to familiarize bidders with the project scope of work, bidding documents for the Construction Work, the Contract Documents, and any special requirements of the Contract Documents including site impact elements such as crane use, man and material hoist use, material access to the building, designated laydown areas, materials management, site logistics/ingress/egress, potential schedule impacts, requirements for applicable, special requirements for site/building and requirements for general clean-up (sub-by-sub clean up or composite crews). The Construction Manager shall obtain responses from the Architect to all questions at Prebid conferences and review Addenda prepared by the Architect to incorporate those responses. The Construction Manager shall prepare a record of the questions and answers discussed at the Prebid conferences, which shall be used by the Architect to prepare Addenda. All pre-bid records shall be submitted to the Owner's Representative for review and record purposes. Mandatory prebid meetings are allowed with Owner approval only.

The Construction Manager shall assemble the Contract Documents into appropriate packages for the Owner's approval and shall distribute the packages to prospective bidders, the Architect, the Owner and other appropriate persons. The Construction Manager shall review any Addenda and provide a copy to each person of record holding Drawings and Specifications. The Construction Manager shall not impose any conditions, requirements or criteria in the bidding documents that requires potential bidders to be a party to any labor agreement, or to pay wages other than those required in the applicable Annual Wage Order included at the time of bid.

2.9.4 If the Construction Manager intends to pre-qualify subcontractors, including design assist subcontractors, the Construction Manager, during the preconstruction phase, shall review their intended prequalification process and criteria with the Owner. The Owner will either approve the process or require modifications there to. The Construction Manager shall comply with the Owner's modification requirements.

2.9.5 The Construction Manager shall not be permitted to self-perform Work without submitting a bid as set forth herein and with approval of the Owner. The Construction Manager shall be allowed to submit bid(s) on elements of the Work in the same manner as subcontractor bids. The Owner will determine if the Construction Manager's bid provides the best value to the Owner and shall approve the award of the applicable Work to the Construction Manager. The Construction Manager's staff, included in the General Conditions and fee amounts, shall not directly manage the self-performed Work. The Construction Manager shall evaluate all competing bids in a manner that does not place additional restrictions on bidders nor unduly inhibit other bidders in their pursuit of the Work. The Construction Manager shall not adjust their bid(s) to self-perform Work after the Construction Manager's bid is submitted. In the event the Construction Manager is established as the successful bidder for applicable Work scope(s), the Construction Manager shall provide written documentation detailing the basis for the award to the Construction Manager, including a list and explanation of all adjustments made to the competing subcontractors bids during the bid review process. The Construction Manager shall provide separate staff to manage the self-performed Work in the same manner and subject to the same requirements as other subcontractors. The Construction Manager shall not create a bid package that provides a competitive advantage for the Construction Manager in the bid process. The Owner reserves the right to prohibit the Construction Manager from self-performing Work if, in the opinion of the Owner, the Construction Manager is out of compliance with the requirements for self-performance set forth in this Agreement. The Construction Phase fee shall not apply to self-performed work. If the Construction Phase fee was included in the Guaranteed Maximum Price on a specific scope and the Construction Manager is allowed to self-perform this scope, a credit change order will be executed for the return of the Construction Phase fee amount on the self-performed work.

2.9.6 The Construction Manager shall utilize the Owner's software (Unity Construct or other similar software) or the Construction Manager's software if approved by the Owner, to receive bids in a secure manner and shall coordinate the bid opening process with representatives of the Architect and the Owner. The Owner shall reserve the location of the sealed bid opening and be present at the bid opening for transparency and audit purposes. At said time and place, all bids duly received will be publicly opened and the name of the bidders and their bid amounts will be read aloud. Subsequent to the opening of the bids and recording/logging of the respondents by-name and categories of work at the bid opening, copies of the bids and all supporting documents will be shared with representatives of the Construction Manager, Architect and Owner. The Construction Manager will provide a bid tabulation sheet and a proper post-bid process shall be conducted including review of all bids received for responsiveness, qualifications and responsibility of bidders for Construction Work and deliver a written recommendation of the Construction Manager to the Owner about the award of, or rejection of, any bid or bids in accordance with applicable Law. The Construction Manager shall clearly show the bidders level of participation and/or all supporting documentation with the Application for Waiver demonstrating their "Good Faith Effort" per Article 9 of the Instructions to Proposers. In making the recommendation, the Construction Manager shall recommend the award to the bidder that provides the Best Value to the Owner. The contents of the bids or proposals received by the Construction Manager for any element of the Work shall not be disclosed to a person not employed by the Construction Manager, the Owner or the Architect. The contents of any bid or proposal for any element of the Work shall be made public only after the award of such Work.

2.9.7 The Construction Work shall only be awarded to the bidder that the Owner, in its sole and absolute discretion, has approved as offering the Best Value to the Owner. The Construction Manager shall not accept any bid or proposal that the Owner, in its sole and absolute discretion, has determined does not offer the Best Value to the Owner for the Work. The award of subcontracts shall be made pursuant to this contract and section 67.5050, RSMo.

2.9.8 All services performed or provided to and material and equipment supplied to Construction Manager by a Subcontractor or supplier will be pursuant to an appropriate Subcontract between Construction Manager and the Subcontractor or supplier which specifically binds the Subcontractor or supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner. Each Subcontract shall preserve and protect the rights of Owner under the Contract Documents with respect to the Work to be performed by each Subcontractor and supplier so that subcontracting thereof will not prejudice such rights.

2.9.9 In addition to all other requirements of the Contract Documents, all agreements with Subcontractors, including Subcontracts, must expressly provide that (1) the particular Subcontractor or supplier's services are in partial satisfaction of the Construction Manager's obligations to the Owner; (2) the Construction Manager is entering into the particular agreement in order to provide the Owner with the Work which is designed in accordance with the Contract Documents; (3) Subcontractors shall have the same obligations to perform the Work as does the Construction Manager; (4) the Owner shall not be liable to the Subcontractors for the payment of any amounts for services performed, materials supplied and equipment made available by the Subcontractors in the performance of any of the Work, and Subcontractors shall only be entitled to receive payment for any such services, materials and equipment from the Construction Manager; and (5) the terms and provisions of the Contract Documents are incorporated by reference. The Owner shall not be required to pay any amounts for any services, materials or equipment which are provided under any agreement Owner. with Subcontractors which does not contain provisions required under this Agreement, including but not limited to, those provisions in this Section. Upon the Owner's request, the Construction Manager shall provide to the Owner full and complete copies of any agreement with any Subcontractor or supplier, including Subcontracts.

2.9.10 Subcontracts and other agreements entered into by the Construction Manager for a portion of the Work shall conform to the applicable payment provisions and limitations of the Contract Documents and shall not be awarded on the basis of cost-plus-a-fee without the prior written consent of the Owner. If a Subcontract or other agreement is awarded on a cost-plus-a-fee basis as permitted herein, the Construction Manager shall provide in such Subcontract or other agreement for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner has with regard to the Construction Manager as provided in the Contract Documents.

2.9.11 The Construction Manager shall subcontract with SDVE and HDVE Firms at values no less than the amount pledged in the Subcontractor's Proposal Form and/or the amount accepted by the Owner. All SDVE and HDVE participation documentation (i.e. SDVE/HDVE Compliance Evaluation Form(s) and other forms shall be submitted for each scope of work or bid package. All of the requirements listed in Article 9 of the Instructions to Proposers apply to Subcontractors during this phase. The Owner reserves the right to request additional information regarding SDVE and HDVE Participation and supporting documentation from the recommended bidder. This includes documentation of all efforts to good faith efforts to meet the SDVE and HDVE Participation Goals. The bidder shall respond in writing to the Owner within 24-hours (1 workday) of a request. The Owner reserves the right to request additional information after the bidder has responded to prior 24-hour requests. This information may include follow-up and/or clarification of the information previously submitted. Payments for that scope of work or bid package will not be executed until all documents to determine SDVE and HDVE Participation and/or good faith effort have been provided as requested.

2.9.12 The Owner recognizes certain site work such as snow removal, dust control, and road cleaning are dependent on weather or other variables that are beyond the Construction Manager's control. These scopes of work shall be classified as "Site Services". An allowance shall be established and included in the GMP to fund Site Services ("Site Services Allowance"). The Site Services Allowance amount shall be estimated by the Construction Manager as representative of the actual effort expected to complete the Site Services. The Site Services Allowance shall be included in the Construction Phase Schedule of Values as a line item. Fully burdened hourly rates will be bid for labor and equipment required to complete the anticipated Site Services scope on a time and material basis. The Site Services Subcontractor shall be allowed to apply a maximum fifteen percent (15%) mark-up on invoice costs for material expended. The Construction Manager may authorize expenditures of the Site Services Allowance up to $25,000 per task without Owner approval. Expenses expected to exceed $25,000 per task require Owner approval.

2.9.13 As used herein, "Design Assist" involves the early procurement of major subcontractors to serve in an advisory role during the preconstruction phase. Design Assist Subcontractors shall not be required to professionally seal or assume responsibility for the design as would be required in a delegated design process. All solicitations for Design Assist Subcontractors require approval by the Owner prior to advertisement. Design Assist Subcontractors shall be procured after public advertisement using a two-step, competitive proposal process consistent with the process used by the Owner to procure the services of the Construction Manager as described herein. All solicitations for Design Assist Subcontractors shall include a clause providing the Construction Manager with the right to terminate the Design Assist Subcontract in the event the subcontractor does not perform as required. It is intended that Design Assist Subcontractor shall perform the applicable scope of Work during the Construction Phase, but the Construction Manager shall maintain the right to terminate the Design Assist Subcontractor, in which case the scope shall be publicly bid. All Design Assist Proposals shall include preconstruction fees, general conditions, cost of work, including insurance costs. All Design Assist Proposals shall include a written narrative describing the components comprising the cost of work, inclusions, exclusions, assumptions and clarifications included in the proposal.

2.9.14 At the time the shortlisted firms are notified and invited to submit proposals, the names of the firms selected shall be posted on the Construction Manager's and the Owner's websites and shall include a brief description of the applicable scope of work. In the posting, companies interested in submitting bids shall be directed to submit those bids directly to the shortlisted firms and shall include the following language: "Bids submitted directly to the Construction Manager, or the Owner will not be accepted".

2.10 **Construction Phase**

2.10.1 The Construction Phase shall commence on the date of the "Amendment" establishing the Guaranteed Maximum Price, or the first Early Release Order in the form attached hereto as (the "Early Release Order"). In the event Owner directs the Construction Manager in writing to proceed with certain specified Construction Work before the approval and acceptance of the GMP Documents, Construction Manager shall perform the services set forth in Section 2.09 for such specified Construction Work. Prior to advertising for bids for Work to be performed under an Early Release Order, the Construction Manager shall demonstrate that the GMP estimate is within the Owner's budget.

2.10.2 Early Release Order (ERO) Process

2.10.2.1 The Construction Manager is required to create bid package(s) applicable to the ERO and publicly advertise for bids as specified above.

2.10.2.2 Bids shall be received through the Owner's project management software and remain secure until the designated bid opening time, at which point they will be opened, and the name of the bidder and the amount of their bid will be read publicly.

2.10.2.3 The Construction Manager shall review the bids and recommends the supplier(s) and/or subcontractor(s) which provide the best value to the Owner. The Construction Manager's recommendation letter shall include the bid tab and recommended bid(s), with a summary leveling document. The levelling document shall itemize the bids received, any adjustments to the bids received, and provide the reason for the adjustment.

2.10.2.4 The Owner will review the recommended bids and either concur with the Construction Manager's recommendation or otherwise direct the Construction Manager.

2.10.2.5 Following approval of the bid(s) by the Owner, the Construction Manager shall submit the ERO in draft form to the Owner for review.

2.10.2.6 The Early Release Order shall include the following:

2.10.2.6.1 Price – A schedule of values like that required for the GMP Amendment clearly identifying the Cost of Work, General Conditions applicable to the ERO, Fee applicable to the ERO, builder's risk insurance, contingencies and allowances (if applicable) included in the ERO. The Early Release Order must contain adequate information to show how the fee was established (what the fee percentage was applied to).

2.10.2.6.2 Schedule – The date on which the ERO Work is to be complete.

2.10.2.6.3 ERO Exhibit 1 Drawings and Specifications – A concise description of the Design Documents used to procure the ERO work. This information is documented under items A., B. and C. on the ERO Exhibit 1, Drawings and Specifications form. A complete list of each drawing is not required. (Exhibit 1. Item D. on the ERO form is reserved for other documents that were used to establish the ERO that are considered contract documents. Geotechnical reports ARE NOT contract documents.)

2.10.2.6.4 Any clarifications related to the ERO.

2.10.3 Upon the Owner's approval, the Owner shall complete the Early Release Order in the form attached hereto, and Construction Manager shall proceed with such specified Construction Work. When the GMP Documents are approved and accepted by the Owner, the amount of all Early Release Orders shall be incorporated in the "Amendment" establishing the Guaranteed Maximum Price, and the "Amendment" shall supersede all Early Release Orders. In the event the Owner and Construction Manager cannot agree upon the terms of Amendment, the Owner may terminate all outstanding Early Release Orders in the manner set forth in Section 14.3 of the General Conditions, and the Construction Manager shall only be entitled to the amounts set forth in Section 14.3.3 of the General Conditions in the event of such termination.

2.10.4 It shall be a condition precedent to the Construction Manager's right to receive any amounts for any Work during the Construction Phase that the Owner has executed an Early Release Order, or that the Owner and Construction Manager have executed the GMP Amendment.

2.10.5 The Construction Manager shall provide and furnish the Work described in the Contract Documents in a safe, expeditious, orderly and workmanlike manner.

2.10.6 The Construction Manager shall schedule and conduct weekly meetings at which the Architect and the Owner and appropriate Subcontractors can discuss the status of the Work. The Construction Manager shall prepare and promptly distribute meeting minutes.

2.10.7 The Construction Manager shall provide monthly written reports to the Architect and the Owner on the progress of the entire Work, which shall include such information as safety reports, the Construction Manager's daily logs, Construction Schedule updates, a summary of lost weather days, a summary of Contingency and Allowance expenditures and a forecast of future expenditures, Change Order log, progress photographs, quality control reports, submittal log, Request for Information log, close-out commissioning schedule and other information reasonably requested by the Owner. The Construction Manager's daily log shall include a record of weather, Subcontractors working on the site, number of workers, Work accomplished, problems encountered and other similar relevant data. The Construction Manager shall provide periodic reports as requested by the Owner regarding the status of the implementation of the Sustainability Measures, including but not limited to quantity surveys of recycled materials utilized for the Project.

2.10.8 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 Architect and the Owner at regular intervals.

2.10.9 Construction Manager shall provide a ten (10) hour Occupational Safety and Health Administration ("OSHA") construction safety program for all employees who will be on-site during the Work. The construction safety program shall include a course in construction safety and health approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program as set forth in RSMo. §292.675. The Construction Manager shall require all on-site employees who have not previously completed the OSHA safety program as set forth in RSMo. §292.675 to complete the program within sixty (60) days after the commencement of the Work. The Construction Manager acknowledges and agrees that any of Construction Manager's employees found on the Project site without documentation of the successful completion of an OSHA construction safety program as set forth in RS Mo. §292.675 shall be required to produce such documentation within twenty (20) days or be subject to removal from the Project. The Construction Manager shall require all Subcontractors to comply with the requirements set forth in this Section and the requirements set forth in RSMo. §292.675. The Construction Manager acknowledges and agrees that the Construction Manager shall be subject to the penalties set forth in RSMo. §292.675 in the event the Construction Manager or a Subcontractor fails to comply with the requirements of this Section. The Owner shall have the right to withhold and retain from amounts otherwise due to Construction Manager under the Contract Documents all sums due and owing as a result of any violation of the provisions of this Section or RSMo. 292.675.

2.10.10 At all times during the performance of any services or Work hereunder, the Construction Manager shall participate in a federal work authorization program concerning all employees providing any services or the Work. The Construction Manager shall provide proof of its participation in such federal work authorization program from time to time as requested by the Owner. The Construction Manager shall require that all Subcontractors shall affirmatively state by affidavit and in each Subcontract that the Subcontractor is not in violation of the provisions of RSMo. §285.530 and shall not be in violation of the provisions of RSMo. §285.530.

2.10.11 Construction Manager shall provide a qualified competent person or persons (within the Construction Manager's company), separate from the Superintendent Team or Project Management Team, to act as the Construction Manager's Quality Control Manager or CQM. The CQM will report to a Executive or Director of the Construction Manager's company. The CQM is responsible for planning, scheduling, coordinating, conducting, documenting and verifying all quality management, control and commissioning activities as required. The CQM

will execute the following, but not limited to, review all project submittals and shop drawings, coordinate same between all trades, conduct pre-installation and installation meetings and organize, schedule, conduct, and distribute meeting minutes and other documentation required.

2.10.12 Construction Manager shall provide monthly updates detailing the status of SDVE and HDVE Participation during the Construction Phase.

2.10.13 Construction Waste Management - The Construction Manager shall have as a goal the diversion of fifty percent (50%) of construction waste from deposit in a sanitary landfill. The goal is to recycle and/or salvage 50% of non-hazardous construction and demolition. The Construction Manager shall maintain records of the actual destinations for material by type and quantity and shall provide the Owner with a written report monthly.

2.10.14 The Owner may, at its sole discretion, provide electronic data files of the plans and specifications to the Contractor for their convenience and use in progressing the Work and the preparation of shop drawings or other submittal requirements required for construction of the referenced project. The electronic data files shall reflect “blue line” (Construction Documents + Bid Addenda) only. If provided, these files will be transmitted subject to the following terms and conditions:

2.10.14.1 The Owner makes no representation as to the compatibility of these files with the Contractor’s hardware or software.

2.10.14.2 Data contained on these electronic files shall not be used by the Contractor or anyone else for any purpose other than as a convenience in progressing the Work or in the preparation of shop drawings or other required submittals for the referenced project. Any other use or reuse by the Contractor or by others will be at their own sole risk and without liability or legal exposure to Owner. The Contractor agrees to make no claim and hereby waive, to the fullest extent permitted by law, any claim or cause of action of any nature against the Owner and its consultants, contractors, agents, employees, and representatives that may arise out of or in connection with the use of the electronic files transmitted.

2.10.14.3 Furthermore, the Contractor shall, to the fullest extent permitted by law, indemnify and hold harmless the Owner and its consultants, contractors, agents, employees, and representatives, against all damages, liabilities or costs, including reasonable attorney’s fees and defense costs, arising out of or resulting from the use of these electronic files.

2.10.14.4 These electronic files are not contract documents. Differences may exist between these electronic files and corresponding hard-copy construction documents. The Owner makes no representation regarding the accuracy or completeness of the electronic files you receive. In the event that a conflict arises between the signed or sealed hard-copy construction documents prepared by the Consultant and the electronic files, the signed and sealed hard-copy construction documents shall govern. The Contractor is responsible for determining if any conflict exists. By use of these electronic files, the Contractor is not relieved of their duty to fully comply with the contract documents.

2.10.14.5 Because information presented on the electronic files can be modified, unintentionally or otherwise, the Owner reserves the right to remove all indications of ownership and/or involvement from each electronic display.

2.10.14.6 Under no circumstances shall delivery of the electronic files be deemed a sale by the Owner and no warranties are made, either expressed or implied, of merchantability and fitness for any particular purpose. In no event shall the Owner be liable for any loss of profit, or any consequential damages as a result of use or reuse of these electronic files.

ARTICLE 3
OWNER'S RESPONSIBILITIES

3.1 The Owner will, with reasonable promptness, provide Construction Manager with available information regarding its proposed requirements for the Project.

3.2 The Owner shall establish and update the Construction Costs Budget for the Project during the Preconstruction Phase.

3.3 The Owner shall designate a representative authorized to serve as the Construction Manager's primary communication contact with the Owner.

ARTICLE 4
CONTRACT TIME

4.1 The Construction Manager shall commence Preconstruction Phase Services promptly and shall proceed with and complete such Preconstruction Phase Services in accordance with the schedule set forth in **Exhibit C** attached hereto.

4.2 The Construction Manager shall commence the Construction Phase Services and Work on the date that the first Subcontract is awarded by the Construction Manager and Construction Manager shall proceed with the Work in accordance with the Construction Schedule attached to the Early Release Order or the Amendment establishing the Guaranteed Maximum Price. Construction Manager shall achieve Substantial Completion and Final Completion on or before the dates established for Substantial Completion and Final Completion in the Amendment. The contract time and schedule milestones set forth in Exhibit 3 of the GMP Amendment shall take precedence over the initial construction schedule included in Exhibit B to the Request for Proposals.

4.3 The term "**Contract Time**" shall collectively mean the time requirements for Preconstruction Phase Services, the date Construction Manager is to achieve Substantial Completion, the date Construction Manager is to achieve Final Completion, and the interim Milestone Dates set forth in the approved Construction Schedule. The Contract Time, including all interim Milestone Dates set forth in the Construction Schedule, is of the essence of this Agreement and the Contract Documents.

4.4 In addition to all other documents and information required by the Contract Documents, the Construction Manager, in support of any request for an extension of the Contract Time, must demonstrate to the satisfaction of the Owner that the critical path of the Construction Schedule was delayed as described in Article 8.2 of the General Conditions.

4.5 In the event that the Construction Manager is entitled to an adjustment in the Contract Sum pursuant to Section 8.2.4 of the General Conditions, the term "direct costs" shall be limited to the increase in those items set forth in **Exhibit D** attached to this Agreement that are applicable and does not include any other items. Such additional direct costs shall be supported by detailed substantiating data as the Owner may require.

ARTICLE 5
COMPENSATION AND PAYMENTS FOR PRESCONSTRUCTION PHASE SERVICES

5.1 The Owner agrees to pay Construction Manager for the proper performance of Preconstruction Phase Services the sum stipulated in the Agreement (the "**Preconstruction Phase Fee**"). Any and all salaries, expenses, costs, charges, fees, overhead and profit related to Construction Manager's performance of Preconstruction Phase Services are included in the Preconstruction Phase Fee. Construction Manager shall submit invoices for

Preconstruction Phase Services rendered pursuant to this Agreement on a monthly basis as required herein. The period covered by each invoice shall be for the Preconstruction Phase Services rendered pursuant to this Agreement during the previous calendar month. The Schedule of Values attached hereto as **Exhibit C** allocates the entire Preconstruction Phase Fee among the various aspects of the Services ("**Preconstruction Schedule of Values**"). The Preconstruction Schedule of Values shall be used solely as a basis of the Owner's review of Construction Manager's invoices for Preconstruction Phase Services. The amount of each monthly invoice shall represent the value of Services actually and properly performed during the prior calendar month in accordance with the Preconstruction Schedule of Values and shall be calculated as the percentage of each category of Preconstruction Phase Services reflected in the Preconstruction Schedule of Values actually and properly performed during the prior calendar month. The monthly invoices shall be in a form and in the detail acceptable to the Owner and such invoices shall be accompanied by such supporting data as may be required by the Owner. If the Preconstruction Schedule of Values which is attached hereto as **Exhibit C** is subsequently found to be improper, unbalanced or exhibits "front loading" of the value of Preconstruction Phase Services, sufficient funds shall be withheld from future invoices or Applications for Payment.

5.2 The Owner shall pay Construction Manager the amount of the Preconstruction Phase Fee due as reflected in a proper invoice within thirty (30) days from receipt and approval of a properly detailed and submitted invoice as required hereunder

5.3 The Owner may withhold monies otherwise due Construction Manager upon reasonable evidence of Construction Manager's failure to perform in accordance with the terms and conditions of this Agreement and/or to satisfy any amounts payable to the Owner by Construction Manager under the terms of this Agreement. The Owner will provide written notice to Construction Manager of the reasons therefore and shall thereafter provide Construction Manager with a reasonable opportunity to cure. When all reasons supporting the Owner's withholding have been removed to the Owner's reasonable satisfaction, the Owner agrees to pay promptly any monies withheld that are otherwise due Construction Manager.

ARTICLE 6
COMPENSATION FOR CONSTRUCTION PHASE WORK

6.1 **Contract Sum and Guaranteed Maximum Price**

6.1.1 The Owner agrees to pay the Construction Manager for the proper performance of the Work during the Construction Phase the Contract Sum consisting of the Cost of the Work as defined in Article 7 of this document, the General Conditions Amount and the Construction Phase Fee. Any and all direct overhead for the Work, including, but not limited to, the salaries, expenses, costs, and charges set forth in **Exhibit D**, are included in the General Conditions Amount. The parties acknowledge that Construction Manager has submitted a proposal for the Construction Phase Fee as a percentage of the Cost of the Work. Construction Manager shall not include in the scope of the Work of any Subcontractor, any items covered by the General Conditions Amount that result in a duplication of payment for any item covered by the General Conditions Amount ("Duplication of Payment") and Construction Manager shall not pay any Duplication of Payment to a Subcontractor. With each Application for Payment, Construction Manager shall provide Owner an Affidavit verifying that it has complied with its obligations hereunder. In the event of any Duplication of Payment, Construction Manager shall immediately pay the Owner the amount of any Duplication of Payment.

6.1.2 At the time the Amendment establishing the GMP is entered into, the Construction Phase Fee shall be converted to a stipulated sum and shall be a sum equal to the percentage amount stipulated in line 2.7 of the Agreement between the Owner and Construction

Manager as Constructor applied to the estimated Cost of the Work. Any and all profit and indirect overhead for the Work, including, but not limited to, the salaries, costs, charges and items set forth in **Exhibit D** are included in the Construction Phase Fee. The Construction Phase Fee shall not be subject to change except as provided herein. For purposes of establishing the stipulated Construction Phase Fee amount, the Contingency and Allowances approved by the Owner and the Cost of Work described in Article 7 are subject to the Construction Phase Fee Percentage. No fee will be allowed on Cost of the Work self-performed by the Construction Manager. In the event the Construction Manager self-performs portions of the Work by submitting an acceptable bid following the execution of the amendment establishing the GMP, the Construction Phase Fee will be reduced by applying the fee percentage to the bid amount for the Work that is self-performed by the Construction Manager. Such reduction shall remain in the GMP as part of buy-out savings

6.1.3 The sum of the Cost of the Work, the General Conditions Amount and the Construction Phase Fee are guaranteed by the Construction Manager not to exceed the amount provided in the Amendment establishing the GMP, subject to additions and deductions by changes in the Work as provided in the Contract Documents, subject to the limitation set forth in Section 6.1.5 of this Agreement. Such maximum sum as adjusted by approved changes in the Work is referred to in the Contract Documents as the "**Guaranteed Maximum Price**." Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

6.1.4 The positive difference as of the date of Final Completion of the entire work between (i) the total aggregate sum of the Cost of the Work, the General Conditions Cost and the Construction Phase Fee; and (ii) the Guaranteed Maximum Price upon Final Completion of the entire Work shall be returned in its entirety to the benefit of the Owner via credit Change Order. The credit amount shall include a reduction in the Construction Phase Fee by applying the fee percentage to the positive balance.

6.1.5 The Guaranteed Maximum Price is subject to adjustment for Change Orders authorized in accordance with the Contract Documents. Regardless of any contrary provision contained in the Contract Documents, there shall be no change in the Construction Phase Fee, unless and until the aggregate amount of Change Orders exceed three percent (3%) of the Guaranteed Maximum Price. This three percent (3%) fee holiday shall apply to all Change Orders in the aggregate, including those written under Early Release Orders executed prior to establishment of the GMP and execution of the Amendment.

6.2 **Changes in the Work**

6.2.1 Changes in the Work may be accomplished after execution of this Agreement and GMP Amendment and without invalidating the Contract by Change Order, Change Directive, or order for a minor change in the Work, subject to the limitations stated in this Article 6 and Article 7 of the General Conditions.

6.2.2 A Change Order shall be based upon agreement between the Owner and Construction Manager; a Change Directive may be issued by Owner and may or may not be agreed to by Construction Manager; an order for a minor change in the Work may be issued by Owner as described below. Changes in the Work shall be performed under applicable provisions of the Contract Documents, and Construction Manager shall proceed promptly, unless otherwise provided in the Change Order, Change Directive or order for a minor change in the Work.

6.2.3 Minor changes in the work, clarifications and responses to questions submitted formally by the Construction Manager may be ordered using a supplemental instruction or similar document generated by the Architect or the Owner. Contractor shall carry out such work in accordance with directions included in the instruction unless there is an impact to the Contract sum or Contract time. In the event there is a cost or time impact, Contractor Manager shall immediately notify the Owner's Representative for direction. All such minor

changes shall be included in the final record drawings prepared by the Construction Manager.

6.2.4 Construction Manager hereby acknowledges that Owner's Representative is the only person who can order changes in the Work, and Construction Manager shall not comply with requested changes from any person other than Owner's Representative. If Construction Manager receives a request for changes from any person other than Owner's Representative, Construction Manager shall report such request to Owner's Representative for resolution. Any work completed by Construction Manager not authorized by Owner's Representative in a Change Order, Change Directive or an order for minor change in the Work shall be at Construction Manager's sole cost and expense and shall be deemed a waiver of all rights Construction Manager may have for any adjustment in the Contract Sum or Contract Time.

6.2.5 If requested by the Owner, Subcontractor shall obtain competitive bids for changes and Subcontractor shall deliver such bids to Construction Manager and Owner, who will then determine which bids to accept, if any. If any agreement by and between a Subcontractor and a Lower-Tier Subcontractor provides that the Lower-Tier Subcontractor is to be paid on the basis of the cost of the Work plus a fee as permitted herein, the Lower-Tier Subcontractor's cost of the Work and fee shall be determined in the same manner as Subcontractor's Cost of the Work and fee as provided for herein. All Lower-Tier Subcontracts shall be subject to all other provisions of the Contract Documents insofar as applicable.

6.2.6 When Owner and Construction Manager agree to adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.

6.3 **Minor Changes in the Work**

6.3.1 Owner will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be affected by written order and shall be binding on Construction Manager. Construction Manager shall carry out such written orders promptly.

6.4 **Other Change Matters**

6.4.1 The amount of credit to be allowed by Construction Manager to Owner for any change which results in a net decrease in cost will be the amount of actual net decrease in cost. No reduction in Construction Manager's Construction Phase Fee shall apply.

6.4.2 Overtime, when specifically authorized in connection with a change and not as an Extraordinary Measure, shall be paid for by Owner on the basis of premium payment only, plus the cost of insurance and taxes based on the premium payment period. Overhead and profit will not be paid by Owner for overtime.

6.4.3 Percentage mark-ups for Change Orders as specified in Article 7 of the General Conditions for both adds and deducts, do not apply directly to the Construction Manager. In the event the Construction Manager self-performs some component of the Change Order scope as authorized in advance by the Owner, the Construction Manager shall be allowed to apply the construction phase fee percentage to the self-performed component only. Subcontractors performing change order work shall be subject to the markup percentages specified in Article 7 of the General Conditions. The Construction Manager shall be allowed to add up to two percent (2%) to the value of change orders to cover the costs of bonds, insurance and associated costs.

ARTICLE 7
COST OF THE WORK FOR THE CONSTRUCTION PHASE

7.1 The term "**Cost of the Work**" shall mean the costs necessarily incurred by the Construction Manager in the proper performance of the Work for only the following items:

7.1.1 Payments made by Construction Manager to Subcontractors in accordance with the requirements of the Subcontracts;

7.1.2 Premiums for providing the performance bond and payment bond required by this Agreement; and

7.1.3 Premiums for Construction Manager providing insurance required by Article 11 that can be directly attributable to this Agreement.

7.1.4 The amount of the Construction Manager's bid accepted by the Owner for Construction Work, as set forth in this contract.

The Construction Phase Fee will be applied to the Contingency amount and the amount of any Allowances that are permitted to be included in the GMP under the terms of this contract. No fee will be allowed on the cost of the Work self-performed by the Construction Manager.

7.2 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 secured. Construction Manager shall not obtain for its own benefit any discounts, rebates or refunds in connection with the Work prior to providing Owner with ten (10) days prior written notice of the potential discount, rebate or refund and an opportunity to furnish funds necessary to obtain such discount, rebate or refund on behalf of Owner in accordance with the requirements of this Section. Amounts that accrue to Owner in accordance with the provisions this Section shall be credited to Owner as a deduction from the Cost of Work.

7.3 Construction Manager or any affiliated person or entity which performs a portion of the Work shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Agreement, and the accounting and control systems shall be satisfactory to Owner. Owner and its representatives shall be afforded access to, and shall be permitted to audit and copy, Construction Manager's records, books, correspondence, instructions, receipts, contracts, purchase orders, vouchers, memoranda and other data relating to this Agreement. All records shall be maintained in accordance with generally accepted accounting procedures, consistently applied. Subcontractors retained by Construction Manager on a "cost-plus" basis shall have the same obligations to retain records and cooperate with audits as are required by the Construction Manager under this Section and the Contract Documents. If any inspection by the Owner of the Construction Manager's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to the Contract Documents reveals an overcharge, the Construction Manager shall pay the Owner upon demand an amount equal to one hundred twenty percent (120%) of such overcharge, as reimbursement for said overcharge and the administrative expenses incurred in determining the overcharge.

ARTICLE 8
CONSTRUCTION PHASE PROGRESS PAYMENTS

8.1 Based upon Applications for Payment submitted to the Owner by the Construction Manager, 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.

8.2 Each Application for Payment shall be based upon the most recent Construction Schedule of Values submitted by the Construction Manager in accordance with Article 9.3 of the General Conditions.

8.3 Applications for Payment shall show the percentage completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage 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 which 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 Construction Schedule of Values.

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

8.4.1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the Construction Schedule of Values less retainage of five percent (5%).

8.4.2 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 less retainage of five percent (5%).

8.4.3 Add the General Conditions Amount, less retainage of five percent (5%). The General Conditions Amount shall be an amount which bears the same ratio to that fixed sum General Conditions Amount as the Cost of the Work in subsections .1 and .2 above bears to a reasonable estimate of the probable Cost of the Work.

8.4.4 Add the Construction Phase Fee, less retainage of five percent (5%). The Construction Phase Fee shall be an amount which bears the same ratio to that fixed-sum Construction Phase Fee as the Cost of the Work subsections .1 and .2 above bears to a reasonable estimate of the probable Cost of the Work upon its completion.

8.4.5 Subtract the aggregate of previous payments made by the Owner.

8.4.6 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 8.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner or its accountants in such documentation

8.4.7 Subtract amounts, if any, for which the Architect or the Owner have withheld or nullified a Certificate for Payment as provided in the General Conditions.

8.5 Except with the Owner prior written approval, payments to Subcontractors shall be subject to retention of not less than five percent (5%). The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments and retention for each Construction Contract.

8.6 Except with the Owner prior written 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.

8.7 In addition to all other requirements of the Contract Documents, each Application for Payment shall be accompanied by the following:

8.7.1 Weekly employee payrolls for the Construction Manager and all Subcontractors. Each Application for Payment shall be accompanied by a certified copy of employee payrolls, submitted on a form approved by the Owner and covering the Work performed during the time covered by the Application for Payment. No payment will be due and no Application for Payment processed by the Owner until all pertinent payroll documents have been completed and approved;

8.7.2 If required by the Owner, a current Construction Manager's receipt and partial release form and a sworn statement showing all Subcontractors and/or suppliers, the amount of each such subcontract, the amounts which have been paid to all Subcontractors and suppliers, the amount requested for any Subcontractor and supplier in the requested progress payment, and the amount to be paid to any Subcontractor or supplier from such progress payment, together with similar receipt and partial release forms and/or sworn statements from all such Subcontractors and suppliers; and

8.7.3 All information and materials required to comply with the requirements of the Contract Documents or reasonably requested by the Owner or the Architect.

8.8 In addition to all other requirements of the Contract Documents, the Owner shall not be obligated to make any progress payments to Construction Manager unless and until Construction Manager provides the Owner and the Architect with all certificates of insurance required herein; an executed Amendment; and the Bonds.

8.8.1 Retainage shall be released as provided for in Section 9.9.3 of the General Conditions. If, in the judgement of the Owner and the Architect, a Subcontractor has successfully completed their work scope, and the Work is progressing satisfactorily, the Owner will reduce or eliminate retainage for that Subcontractor only at the request of the Construction Manager.

ARTICLE 9
CONSTRUCTION PHASE FINAL PAYMENT

9.1 Final payment, including retainage, shall be made by the Owner to the Construction Manager when (1) the Contract has been fully performed by the Construction Manager except for the Construction Manager's responsibility to correct nonconforming Work, as provided in Section 12.2 of the General Conditions, and to satisfy other requirements, if any, which necessarily survive final payment; (2) a final Application for Payment and a final accounting for the Cost of the Work have been submitted by the Construction Manager and approved by the Architect and the Owner and (3) the Architect's final certification is received by the Owner.

The Construction Manager shall refund, via credit Change Order, the remaining balances within the Construction Manager's Contingency and Allowances included in the GMP, the amount resulting from the Construction Phase Fee percentage applied to the unused GMP Contingency and Allowance amounts.

9.2 The amount of the final payment shall be calculated as follows:

9.2.1 Take the sum of the Cost of the Work substantiated by the Construction Manager's final accounting and the Construction Phase Fee, but not more than the Guaranteed Maximum Price.

9.2.2 Subtract amounts, if any, for which the Owner and/or the Architect withhold, in whole or in part, as provided in Section 9.6 of the General Conditions or other provisions of the Contract Documents**.**

9.2.3 Subtract the aggregate of previous payments made by the Owner.
If the aggregate of previous payments made by the Owner exceeds the amount due the Construction Manager, the Construction Manager shall reimburse the difference to the Owner.

9.3 The Construction Manager shall provide a full accounting of project expenditures prior to the application for final payment. The Owner will review and report in writing on the Construction Manager's final accounting within forty-five (45) days after delivery of the final accounting to the Owner and the Architect by the Construction Manager. Within seven (7) days from receipt of the Owner's report, the Architect shall certify the amount of the Final Payment as substantiated by the Owner's report, provided the other conditions of this Article 9 have been met.

9.4 All records shall be maintained in accordance with generally accepted accounting procedures, consistently applied. If any inspection by the Owner of the Construction Manager's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to the Contract Documents reveals an unsubstantiated charge and/or overcharge, the Construction Manager shall pay the Owner upon demand an amount equal to one hundred twenty percent (120%) of such unsubstantiated charge and/or overcharge, as reimbursement for said unsubstantiated charge and/or overcharge and the administrative expenses incurred in determining the unsubstantiated charge and/or overcharge.

ARTICLE 10
INSURANCE REQUIRED OF CONTRUCTION MANAGER DURING THE PRECONSTRUCTION PHASE

10.1 G**eneral**

10.1.1 The Construction Manager shall secure from the date of this Agreement and maintain for such periods of time set forth herein, including the Preconstruction Phase, insurance of such types and in such amounts specified in Article 11 of the General Conditions, to protect against the risks of loss described in the General Conditions, excluding Builder's Risk Insurance described in Article 11.6 of the General Conditions, which shall not be required until the Construction Phase.

10.2 **Professional Liability**

10.2.1 Construction Manager shall, from the date of this Agreement and for a period of at least ten (10) years from the date of Final Completion of the entire Work, maintain insurance for claims arising out of the negligent performance of Construction Manager's Preconstruction Phase Services. The liability limits under such policy shall not be less than One Million Dollars ($1,000,000.00) per occurrence and One Million Dollars ($1,000,000.00) aggregate.

ARTICLE 11
INSURANCE REQUIRED OF CONSTRUCTION MANAGER DURING THE CONSTRUCTION PHASE

11.1 **General**

11.1.1 The Construction Manager shall secure from the commencement of the Construction Phase and for such periods of time as set forth below, insurance of such types and in such amounts specified below as set forth in the Contract Documents, including Article 11 of the General Conditions. The Construction Manager shall provide to the Owner a certificate of insurance and other documents evidencing such insurance as required by the Contract Documents

prior to execution of an Early Release Order or GMP Amendment. The insurance coverage shall be as required by Article 11 of the General Conditions or as modified in the Special Conditions of the Proposal Documents Manual.

11.1.2 If the Construction Manager intends to require Subcontractor surety bonds or purchase subcontractor default insurance (SDI), the Owner shall pay actual cost not exceeding one percent (1%) of the subcontract value. Any costs exceeding 1% shall be paid by the Construction Manager. The Construction Manager shall provide evidence of purchase of SDI and costs therefore at the Owner's request.

ARTICLE 12
BONDS

12.1 Prior to the Construction Phase established by an Early Release Order or Amendment, the Construction Manager shall procure and furnish to the Owner the Bonds that satisfy the requirements of the General Conditions, including Section 11.7 of the General Conditions.

ARTICLE 13
PROPERTY INSURANCE DURING THE CONSTRUCTION PHASE

13.1 At all times during the Construction Phase, Construction Manager shall procure and maintain Builder's Risk Insurance as set forth in Section 11.6 of the General Conditions, or as modified in the Special Conditions of the Proposal Documents Manual.

ARTICLE 14
INDEPENDENT CONTRACTOR

14.1 It is understood and agreed that Construction Manager is acting as an independent contractor in performance of Construction Manager's obligations hereunder. Nothing herein contained shall be construed as creating the relationship of principal and agent or employer and employee or a partnership between the Owner and Construction Manager. Neither the Construction Manager nor any of its employees is entitled to receive from the Owner any insurance coverage, pension, profit sharing, paid vacation, sick leave, disability or other benefits normally provided by the Owner to their officers, agents or employees.

ARTICLE 15
ASSIGNMENT

15.1 Construction Manager shall not assign this Agreement nor the proceeds hereof without the prior written consent of the Owner. Any attempt to assign this Agreement without the prior written consent of the Owner shall be void and confer no rights on any third party.

ARTICLE 16
DISPUTE RESOLUTION

16.1 Any controversy, claim or dispute arising out of or relating to the interpretation, construction, or performance of this Agreement, including, but not limited to, the Services of Contract Manager during the Preconstruction Phase shall be governed by the procedures set forth in Article 4 of the General Conditions.

16.2 Construction Manager shall continue with the performance of the Services hereunder during the pendency of any claim, dispute or controversy, or other proceeding to resolve such claim, dispute or controversy. The Owner shall continue to make payments of undisputed amounts to Construction Manager in accordance with the Contract Documents, but the Owner shall be under no obligation to make payments to Construction Manager of disputed amounts or

for claims, disputes, or controversies during the pendency of any proceeding to resolve such claims, disputes or controversies.

ARTICLE 17
SUSPENSION DURING PRECONSTRUCTION PHASE

17.1 The Owner shall have the authority to suspend the Preconstruction Phase Services, in whole or in part, for such periods and for such reasons as it may deem necessary or desirable, in its sole discretion, including, without limitation:

17.1.1 to resolve coordination technical or design matters;

17.1.2 other conditions considered unfavorable for the scheduled prosecution of the Services; and/or

17.1.3 other conditions considered adverse to the best interests of the Owner

17.2 Any such suspension shall be in writing to Construction Manager. Construction Manager shall immediately comply with such orders of the Owner and shall not resume the Services hereunder until so ordered in writing by the Owner.

ARTICLE 18
TERMINATION OF AGREEMENT DURING PRECONSTRUCTION SERVICES

18.1 The Owner may, at any time and for any reason, including, without limitation, for its own convenience and at its sole discretion, cancel or terminate this Agreement in whole or in part during the Preconstruction Phase upon five (5) days written notice to Construction Manager without liability other than payment of the fees for the Preconstruction Services properly performed up to the date of termination based upon services provided. In no event shall Construction Manager be entitled to any other compensation from or recovery of any damages in connection with any termination hereunder, including, without limitation, consequential damages, lost opportunity costs, lost profits, impact damages or similar remuneration. The sole compensation that Construction Manager shall be entitled to because of any termination hereunder is limited to amounts for the value of the Preconstruction Services properly performed up to the date of termination based upon the Preconstruction Schedule of Values.

18.2 If the Construction Manager defaults by failing to substantially perform its obligations and responsibilities in accordance with the terms of this Agreement the Owner may give written notice to the Construction Manager (i) terminating this Agreement effective seven (7) days from the date of such written notice, or (ii) setting forth the nature of the default and requesting the Construction Manager initiate efforts to cure such default within seven (7) days from the date of the written notice requesting such efforts to cure. If the Construction Manager fails to initiate efforts to cure such default upon such written request of the Owner and diligently cure such default, the Owner may provide written notice to the Construction Manager of immediate termination of this Agreement. If this Agreement is terminated pursuant to this Section, the Owner shall pay Construction Manager the fees for the Preconstruction Services properly performed up to the date of termination based upon the Preconstruction Schedule of Values, less all costs, expenses and damages caused by the Construction Manager's default, including, but not limited to, attorneys' fees and expert's fees.

18.3 Upon receipt of any notice of termination, Construction Manager shall promptly (1) discontinue all affected Services (unless the notice directs otherwise), and (2) promptly deliver to the Owner all design documents and all sepias and copies of all completed or partially completed drawings, specifications, sketches, models, reports, calculations, tapes, charts, photographs, data, estimates, summaries and such other information and materials

as may have been accumulated by Construction Manager in performing this Agreement, whether completed or in process.

18.4 If a court determines that termination of the Construction Manager was wrongful, such termination will be deemed converted to a termination for convenience and Construction Manager's remedy for wrongful termination is limited to the recovery of the payments permitted for termination for convenience as set forth herein.

18.5 The rights and remedies of the Owner under this Section are non-exclusive and are in addition to all other remedies available to the Owner under this Agreement or by Law.

ARTICLE 19
TERMINATION DURING CONSTRUCTION PHASE

19.1 The Owner shall have the right to terminate this Agreement during the Construction Phase as provided in Article 14 of the General Conditions.

ARTICLE 20
MISCELLANEOUS

20.1 The Agreement and the Contract Documents are the exclusive statement of the agreement of the parties with respect to its subject matter and this Agreement and the Contract Documents supersede and replace all prior agreements, discussions and representations, whether written or oral, relating to the subject matter hereof. No amendment or modification of this Agreement shall be effective unless the same is in writing and signed by the parties.

20.2 Construction Manager and Owner agree to do all acts and things and to make, execute and deliver such written instruments, as shall from time to time be reasonably required to carry out the terms and provisions of this Agreement and the Contract Documents.

20.3 This Agreement and the Contract Documents shall be interpreted, construed, enforced and regulated under and by the laws of the State of Missouri. Whenever possible, each provision of this Agreement and the Contract Documents shall be interpreted in a manner as to be effective and valid under applicable law. If, however, any provision of this Agreement or the Contract Documents, or a portion thereof, is prohibited by law or found invalid under any law, only such provision or portion thereof shall be ineffective, without invalidating or affecting the remaining provisions of this Agreement or the Contract Documents or valid portions of such provision, which are hereby deemed severable. Construction Manager and Owner further agree that in the event any provision of this Agreement or the Contract Documents, or a portion thereof, is prohibited by law or found invalid under any law, this Agreement or the Contract Documents shall be reformed to replace such prohibited or invalid provision or portion thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the prohibited or invalid provision.

20.4 Owner total liability to Construction Manager and anyone claiming by, though, or under Construction Manager for any Claim, cost, loss, expense or damage caused in part by the fault of Owner and in part by the fault of Construction Manager or any other entity or individual shall not exceed the percentage share that Owner’s fault bears to the total fault of Owner, Construction Manager and all other entities and individuals as determined on the basis of comparative fault principles

20.5 Construction Manager agrees that Owner shall not be liable to Construction Manager for any special, indirect, incidental, or consequential damage whatsoever, whether caused by Owner’s negligence, fault, errors or omissions, strict liability, breach of contract, breach of warranty or other cause or causes whatsoever. Such special, indirect, incidental or consequential damages include, but are not limited to loss of profits, loss of savings or

revenue, loss of anticipated profits, labor inefficiencies, idle equipment, home office overhead, and similar types of damages.

20.6 Nothing contained in this Contract or the Contract Documents shall create any contractual relationship with or cause of action in favor of a third party against the Owner.

20.7 Construction Manager's Personnel Chart, which lists by name, job category and responsibility the Construction Manager's primary employees who will work on the Project, as described in the Qualifications Submittal. The Construction Manager shall promptly inform the Owner in writing of any proposed replacements, the reasons therefore, and the names(s) and qualification(s) of proposed replacement(s). The Owner shall have the right to reject any proposed replacement.

20.8 The terms "hereof," "herein," and "hereunder" and words of similar import shall be construed to refer to this Contract as a whole, and not to any particular paragraph, section or provision unless expressly so stated.

20.9 No member or officer of the Board of Curators of the University of Missouri incurs or assumes any individual or personal liability by the execution of this Agreement or by reason of the default of the Owner in the performance of any of the terms hereof. All such liability of members or officers of the Board of Curators of the University of Missouri as such is hereby released by Construction Manager as a condition of and consideration for the execution of this Agreement.

20.10 This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same Agreement.

AGREEMENT
EXHIBIT A – GENERAL PROJECT DESCRIPTION

Insert

AGREEMENT
EXHIBIT B – INITIAL CONSTRUCTION SCHEDULE

Insert

AGREEMENT
EXHIBIT C – PRECONSTRUCTION SCHEDULE OF VALVES

(To be provided on this form or reference contractor's form as an attachment)

AGREEMENT
EXHIBIT D – FEE MATRIX

PRE-CONSTRUCTION SERVICES	PRE CON	FEE	GEN COND	OWNER	COST OF WORK
Create and Implement Construction Management Plan	X				
Coordinate Document Flow Process/Communications with Project Team	X				
Prepare and Update Project Schedules for each Phase of Design	X				
Prepare Initial Cost Opinion and Control Estimates for each Design Phase	X				
Create Quality Management/Commissioning Program and Submit for Approval at Final Design	X				
Create and Implement Safety & Health Program	X				
Recording, Archiving, Distribution of Meeting Minutes & Comments	X				
Posting of Meeting Minutes & Comments to MU IT/Web Locations	X				
Constructability Analysis of Design & Construction Documents	X				
Cost Analysis Control of Design & Construction Documents	X				
Fully Integrate CM Services into Design Coordination Meetings	X				
Value Engineering of the Design Process & Project Documents	X				
Site & Material Logistics Planning	X				
Existing Conditions Investigation & Planning	X				
Coordinate Equipment Planning with Design Phase	X				
Prepare Life Cycle Analysis and contract cash flow schedule updated monthly	X				
Home Office Travel, Expenses, Per Diem, Subsistence, Insurance	X				
CONSTRUCTION SERVICES	**PRE CON**	**FEE**	**GEN COND**	**OWNER**	**COST OF WORK**
Prepare Bid Package Documents in Construction			X		
Project Superintendent/Project Management Safety Manager			X		
Quality Control Manager			X		
Project Management			X		
Third party project management software and licensing			X		
Any additional staffing necessary to supplement the project as necessary to manage claims, non-performing subcontractors and issues within responsibility of the CM			X		
Corporate Office Executive, Management & Support Services		X			
Corporate Executive & Legal Services		X			
Accounting/Purchasing		X			
Scheduling/Phasing/Expeditor			X		
Project Commissioning Coordination			X		
Support Owner Commissioning Engineer					X
Estimating/Cost Engineer, Drafting Detailer/Drawing Review			X		
Implement Approved Quality Management Plan			X		
Administrative Assistant Support			X		
MEP & FP Coordination			X		

BIM Modeling Software and Licensing			X		
BIM Model Creation and Editing					X
Management of BIM model			X		
Coordinate Testing and Inspections for Project			X		
EEO Officer/SDVE/HDVE Coordination			X		
Coordinate Owner Furnished and/or Owner Installed Items for Project			X		
Coordinate Owner Furnished and/or Contractor Installed Items for Project			X		
Coordinate Owner Occupancy and Move In Requirements			X		
TRAVEL & LODGING	**PRE CON**	**FEE**	**GEN COND**	**OWNER**	**COST OF WORK**
Off-Site Staff Travel Cost/Transportation			X		
On-Site Management Transportation			X		
On-Site Superintendents Transportation			X		
On-Site Project Staff: Moving Expenses/Subsistence Allowance			X		
QUALITY CONTROL	**PRE CON**	**FEE**	**GEN COND**	**OWNER**	**COST OF WORK**
Field Inspector (as stated in Quality Management Plan) & Office			X		
Special Inspection Consultants				X	
Concrete Testing				X	
Masonry Testing				X	
Window Testing				X	
Building Enclosure Consultant					X
MEP & FP Inspections Coordinator				X	
Test & Balancing				X	
Special Testing & Inspections (as prescribed in Technical specifications)				X	
Compaction Testing				X	
Welding Testing				X	
Soils Investigation				X	
Supplies & Materials for Field Office			X		
Project Photographs			X		
Warranty Inspections Coordination		X			
TEMPORARY FACILITIES	**PRE CON**	**FEE**	**GEN COND**	**OWNER**	**COST OF WORK**
Field Office or Trailer Rental			X		
Storage Trailer Rental			X		
Safety Equipment Hard Hats, Glasses, Harness, Nets, Barricades			X		
First Aid Supplies			X		
Hot Work Permits, Fire Extinguishers, Fire Watch			X		
Security Guard/Watchman Service					X
Safety Handrails, Cables, Toe Boards					X
Temporary Stairs, Fencing, Enclosures					X
Temporary Partitions & Covered Walkways (include quantity takeoff)					X
Temporary Protection of Installed Equipment/ Assemblies					X
Project Signage					X

ON-SITE UTILITIES & SERVICES	PRE CON	FEE	GEN COND	OWNER	COST OF WORK
Telephone Service Installation			X		
Telephone Fax Internet Service & Expense			X		
Cellular Phone Service & Expense			X		
Cellular Phone Telephone Fax PC Equipment			X		
Teleconferencing Equipment Installation & Utilities			X		
Temporary Electrical Utility installations					X
Temporary Electrical Utility Consumption for the project per Special Conditions rates				X	
Temporary chilled water, steam, gas, and other utility consumption for the project per Special Conditions rates					X
Temporary chilled water, steam, gas, and other utility consumption and installations for temporary offices or structures per Special Conditions rates			X		
Temporary Water Service & Expenses					X
Field Ice & Water Service & Expense					X
Temporary Sewer Service & Expense			X		
Temporary Toilets					X
Temporary Wiring/Lighting					X
Daily CleanUp, Debris Removal of Construction Site, Staging & Office Areas, and adjacent spaces to Construction Site, Staging & Office Spaces					X
Dump Permits & Fees					X
Debris Hauling & Removal					X
Trash Chute & Hoppers					X
Traffic Control & Flagging					X
Temporary Roads					X
Roadway/Sidewalk Cleaning, Maintenance & Dust Control					X
WEATHER PROTECTION	**PRE CON**	**FEE**	**GEN COND**	**OWNER**	**COST OF WORK**
Snow & Ice Removal Labor & Equipment					X
De-Watering Labor & Material					X
Weather Protection Enclosures Temporary Protection					X
Temporary Heating & Cooling Installation					X
Temporary Heating & Cooling Equipment					X
Temporary Heating & Cooling Service & Expense					X
Use of Permanent HVAC System (Warranty Extension)					X
Filter Change					X
Cleaning Cost					X
Maintenance Cost					X
Extended Warranty					X
REPRODUCTION, PRINTING & POSTAGE	**PRE CON**	**FEE**	**GEN COND**	**OWNER**	**COST OF WORK**
Feasibility & Cost Study Documents				X	
MEP & FP System Study Documents				X	
Design Documents				X	
Construction Documents Printing					X
Construction Documents & Issues					X
Bid Package Documents/Bidding Instructions				X	
Shop Drawing Copying & Printing					X
As-Built Documentation Submission Hard Copy, Autocad			X		
Final As-Built Documents Issue Drafting & Printing			X		
Preparation & Distribution of Operations & Maintenance Manuals			X		

Postage & UPS/Fed Ex Costs			X		
Courier Expense			X		
Field Office Copier Equipment Purchase/Rental & Expense			X		
Special Forms			X		
PERMITS SERVICES & FEES	**PRE CON**	**FEE**	**GEN COND**	**OWNER**	**COST OF WORK**
Layout					X
Surveying & Staking					X
INSURANCE TAXES & BONDS	**PRE CON**	**FEE**	**GEN COND**	**OWNER**	**COST OF WORK**
Builders Risk Insurance					X
Performance & Payment Bonds					X
Errors & Omissions	X				
Auto Insurance					X
General Liability					X
Complete Operations Liability					X
Excess (Umbrella) Liability Coverage					X
Workman's Compensation					X
On-Site Staff FICA, Fed & State Unemployment Coverage			X		
OTHER COSTS	**PRE CON**	**FEE**	**GEN COND**	**OWNER**	**COST OF WORK**
Land Costs				X	
Title Development Cost				X	
Financing Interest Cost				X	
Project Taxes (As Required)					X
Preliminary Soils Investigation				X	
Owner Change Contingency				X	
Building Operation After Commissioning				X	
Building Maintenance After Commissioning				X	
User Group Moving Coordination and Moving Costs				X	
Design & Engineering Costs & Expenses				X	
CM General Overhead Cost		X			
Post Construction Warranty Administration for 1 Year			X		

AGREEMENT
INSTRUCTIONS FOR PREPARATION OF AMENDMENT

The Construction Manager shall prepare and submit the Amendment documents in accordance with the instructions enumerated below and, in the format, described. The Owner will review the documents and either execute the Amendment or request additional information from the Construction Manager. The Construction Manager shall provide the Owner with a minimum of two weeks to review the Amendment documents and two additional weeks for execution. Additional review time may be required if the Owner has questions regarding the content of the Amendment. If the Construction Manager has clarifications related to the Amendment, they must be submitted for Owner consideration at least two weeks prior to the formal submission of the Amendment. If the clarifications are approved by the Owner, they will be included in the Amendment under Tab 11, Exhibit 8, Construction Manager Clarifications. No exceptions or exclusions to the contract documents will be considered. Failure of the Construction Manager to submit the documents in the proper form does not constitute an Owner delay. The Construction Manager shall submit the amendment and supporting documents in draft form for Owner review prior to the formal submission and as early in the process as possible to facilitate efficient processing of the formal amendment.

1. **Format – Use forms provided**. Separate documents with labeled tabbed sections between each document type.
    a. Tab 1 – Amendment recitals and pricing (guaranteed maximum price, construction phase fee, contingency)
    b. Tab 2 - Exhibit 1. Summary of allowances including allowance name/type, bid package, amount and total of all allowances.
    c. Tab 3 - Exhibit 1. Accepted alternates included in GMP description and amount.
    d. Tab 4 - Exhibit 1. Pending alternates not included in GMP description and amount. Include expiration date of pricing for pending alternates.
    e. Tab 5 – Exhibit 2. GMP design documents
    f. Tab 6 – Exhibit 3. Construction schedule
    g. Tab 7 – Exhibit 4. Reports and Tests
    h. Tab 8 – Exhibit 5. Construction Schedule of Values depicted as itemized summary of cost of work items including general conditions, fee, early releases, bid packages, bonds, insurance and any other applicable cost components previously approved by the Owner. (Do not include detailed estimate)
    i. Tab 9 - Exhibit 6. Schedule of bid packages by scope title and anticipated advertisement dates. (include in Construction Schedule)
    j. Tab 10 - Exhibit 7. Design assist scopes to be performed by Construction Manager.
    k. Tab 11 - Exhibit 8. Construction Manager Clarifications (if applicable)

2. **Allowances, Accepted Alternates, Pending Alternates, Unit Prices**
    The Exhibit 1. allowance summary shall include the information described in the Exhibit for all allowances, whether held by the Construction Manager or included in a subcontract, including subcontractor contingencies as applicable. The inclusion of allowances in the GMP must be approved in advance by the Owner, prior to submission of the GMP. Unit prices shall be associated with a specific base bid quantity included in a bid package and apply for more or less of the specified quantity actually used.

3. **Construction Schedule**
    The construction schedule shall be in Critical Path Method form and shall depict all activities and significant milestones, whether performed by the Construction Manager, the Owner or the Owner's agent. The schedule shall include all testing, adjusting and balancing activities, life safety and functional testing and commissioning, anticipated weather days and other activities required to achieve substantial completion and Owner occupancy. The construction schedule shall not include a narrative.

4. **Construction Schedule of Values**

The Construction Manager shall include a Schedule of Values depicting the Cost of Work in itemized summary form including the information listed below. Show the general conditions and fee amount as a separate line item. If general conditions and fee have already been apportioned in a previously issued ERO include those amounts under the GC ERO heading. Do not include the detailed estimate.

5. **General Requirements/Site Services:**

The Owner recognizes certain work scopes are dependent on weather and other conditions that are variable or beyond the Construction Manager's control. These scopes are to be classified as Site Services and included in a "General Works" or similar bid package. Hourly rates will be bid for respective tasks and they will be completed on a time and material basis as required. The Construction Manager may authorize expenditures up to $5,000 per task without Owner approval. Expenses expected to exceed $5,000 per task require Owner approval. They are not to be performed by the Construction manager directly without Owner approval. The Construction Manager shall include allowances in the GMP approved by the Owner to cover the anticipated costs of these work scopes. If expenses actually incurred are less than the allowances, the Construction Manager will refund that value to the Owner. The allowance amounts shall be approximated by the Construction Manager as representative of the actual effort expected. The Owner will consider additional scopes to be included as allowances if a request is submitted by the Construction Manager prior to the submission of the Amendment. The site services shall be included as a line item per work task in the GMP

AMENDMENT

AMENDMENT #_____

THIS AMENDMENT to Agreement Between Owner and Construction Manager as Constructor (this "Amendment") is made and entered into this _____ day of _____, 20_____ by and between the Curators of the University of Missouri, a public corporation organized and existing under the laws of the State of Missouri, (the "Owner"), and _____, a _____ _____, organized and existing under the laws of the State of _____ _____, with a business address of _____ _____ ("Construction Manager").

RECITALS

1. WHEREAS, the Owner and Construction Manager entered into that certain Agreement Between Owner and Construction Manager as Constructor dated _____ (the "Agreement") whereby Construction Manager agreed to provide Preconstruction Phase Services and provide the Work for (project Number and name) at (campus)

2. WHEREAS, pursuant to Section 2.8 of the Agreement, Construction Manager has submitted GMP Documents and any applicable revisions thereto;

3. WHEREAS, Construction Manager and the Owner desire to enter into this Amendment to incorporate the approved GMP Documents into the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants hereunder set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and Construction Manager, intending to be bound, do hereby agree as follows

1. Construction Phase Fee. The Owner and Construction Manager agree that the Construction Phase Fee defined and determined as set forth in Section 5.1 of the Agreement is the lump sum of _____ Dollars ($_____).

2. **Guaranteed Maximum Price. The Owner and Construction Manager agree that the Guaranteed Maximum Price as defined in Section 6.1 of the Agreement is the sum of** _____ Dollars ($_____).

3. Contingency. The Guaranteed Maximum Price includes the Contingency as defined in Section 2.8.3 of the Agreement in the amount of _____ Dollars ($_____).

4. Allowances. The Guaranteed Maximum Price includes the allowances, if any, set forth in Exhibit 1 attached hereto (the "Allowances"). Construction Manager agrees that:

   a. The Allowances include the cost to Construction Manager (less any trade discounts) of materials and equipment required by the Allowances to be delivered to the site of the Work, and all applicable taxes; and

   b. Construction Manager's costs for unloading and handling on the site of the Project, labor, installation costs, overhead, profit, and other expenses contemplated for the Allowances have been included in the Contract Sum and not in the Allowances, and no demand for additional payment on account of any of the foregoing will be valid.

5. Alternates. The Guaranteed Maximum Price includes the alternates, if any, set forth on Exhibit 1 ("Accepted Alternates") which are more fully described in the Contract Documents. The Guaranteed Maximum Price is not based upon the alternates if any, set forth on Exhibit 1 designated as pending alternates ("Pending Alternates") which are more fully described in the Contract Documents. The Pending Alternates may later be accepted by Owner in writing; provided, however, that the Construction Manager shall furnish Owner with no less than twenty (20) days prior written notice of the date upon which any of the Pending Alternates which are not included in the Contract Sum as set forth in Exhibit 1 must be accepted by Owner in order for Construction Manager to perform Work covered by such Pending Alternates for the price set forth in Exhibit 1 and without adjustment to the Contract Time.

6. **Construction Schedule of Values**. The Construction Schedule of Values (if applicable) as defined in Paragraph 2.8.1.2 is attached hereto.

7. **GMP Design Documents**. The GMP Design Documents as described in Section 2.8 of the Agreement is listed on Exhibit 2 attached hereto.

8. **Construction Schedule**. The Construction Schedule described and developed pursuant to Section 2.4 of the Agreement is attached hereto as Exhibit 3. Construction Manager shall comply with such Construction Schedule and shall achieve Substantial Completion and Final Completion in accordance with the Construction Schedule. Those completion dates and Milestone Dates set forth in the Construction Schedule are part of the Contract Time as defined in Section 4.3 of the Agreement.

9. **Unit Prices for Changes. In the event of changes involving any class of Work or items covered in Exhibit 1 attached hereto, if any, Construction Manager agrees to accept the amount of the established unit prices set forth in Exhibit 1 attached hereto.** Such unit prices set forth in Exhibit 1 are considered complete and include: (a) all labor, fringe benefits, materials, tools, equipment, supplies, samples, shop drawings, layout, delivery, handling, storage, hoisting, distribution, protection, transportation, supervision, contributions, coordination, installation, compliance with all the requirements of any applicable governmental agency, overhead and profit; and (b) any other costs or expenses in connection with, or incidental to, the performance of the change to which said unit prices apply.

10. **Reports and Tests.** During the Preconstruction Phase of the Project, Construction Manager has been provided and has carefully studied the reports of explorations and tests of subsurface structures at or contiguous to the site of the Project, and any drawings and surveys of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site of the Project, and reports and drawings of Hazardous Materials listed on Exhibit 4 attached hereto. These reports and tests are not Contract Documents.

11. **Representations of Construction Manager**. In order to induce the Owner to enter into this Amendment, Construction Manager makes the following representations:

    a. Construction Manager has examined and carefully studied the Contract Documents.

    b. Construction Manager has made numerous visits to the site and the Project during the Preconstruction Phase and has become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress and performance of the Work.

    c. Construction Manager has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning surface, subsurface and underground facilities at or contiguous to the site which may affect cost, progress or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Construction Manager and safety precautions and programs incident thereto.

d. Construction Manager does not consider that any further examinations, investigations, explorations, tests, studies or data are necessary for the performance of the Work at the Contract Sum, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

e. Construction Manager is aware of the general nature of the Work to be performed by the Owner and others at the site of the Project that relates to the Work indicated in the Contract Documents.

f. Construction Manager has correlated the information known to Construction Manager, information and observations obtained from visits to the site of the Project, reports and drawings listed in **Exhibit 4** hereto, and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

g. Construction Manager has given Design Professional written notice of all conflicts, errors, ambiguities or discrepancies that Construction Manager has knowledge of in the Contract Documents, and the written resolution thereof by Architect is acceptable to Construction Manager.

h. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

12. Terms. Terms used in this Amendment defined in the Agreement or General Conditions shall have the meanings indicated in the Agreement or General Conditions, as applicable.

13. Remaining Terms Unaffected. Except as specifically amended herein, all remaining terms, conditions, covenants and agreements contained in the Agreement and Contract Documents remain in full force and effect, and the parties remain obligation to perform the same.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed pursuant to due and legal action authorizing the same to be done, the date first written above.

CURATORS OF THE UNIVERSITY
OF MISSOURI

_____
"Construction Manager"

By: _____

Charles D. Bouse, Jr. AIA, LEED AP, BD&C
Executive Director
Facilities Planning & Development

Date: _____

_____
"Owner"

By: _____

Printed Name: _____

Title: _____

Date: _____

AMENDMENT

EXHIBIT 1 – ALLOWANCES, ACCEPTED AND PENDING ALTERNATES OR UNIT PRICES

1. The Allowances, if any, included in the Guaranteed Maximum Price described in Section 4 of the Amendment to the Agreement are as follows:

   None

   OR

   [List accepted allowances included in the Guaranteed Maximum Price]

2. The Accepted Alternates, if any, included in the Guaranteed Maximum Price described in Section 5 of the Amendment to the Agreement are as follows:

   None

   OR

   [List Accepted Alternates included in the Guaranteed Maximum Price]

3. The Pending Alternates, if any, are as follows:

   None

   OR

   [List Accepted Pending Alternates not included in the Guaranteed Maximum Price]

4. The Accepted Unit Prices, if any, included in the Guaranteed Maximum Price described in Section 9 of the Amendment to the Agreement are as follows:

   None

   OR

   [List Accepted Unit Prices not included in the Guaranteed Maximum Price]

5. The Pending Unit Prices, if any, included in the Guaranteed Maximum Price described in Section 9 of the Amendment to the Agreement are as follows:

   None

   OR

   [List Pending Unit Prices not included in the Guaranteed Maximum Price]

AMENDMENT

EXHIBIT 2 – GMP DESIGN DOCUMENTS

1. Drawings. The Drawings which are part of the Contract Documents are as follows:

Number	Title	Last Revision Date

2. Specifications. The Specifications which are part of the Contract Documents are as follows:

Number	Title	Last Revision Date

3. Addenda. The Addenda, if any, which are part of the Contract Documents are as follows:

Addenda #	Date	Pages

4. Other Documents. Other documents, if any, which are part of the Contract Document are as follows:

Number	Title	Last Revision Date

AMENDMENT

EXHIBIT 3 - CONSTRUCTION SCHEDULE

Insert

AMENDMENT

EXHIBIT 4 – TECHNICAL REPORTS AND OTHER DOCUMENTS WHICH ARE NOT CONTRACT DOCUMENTS

The following technical reports and other documents, if any, are not Contract Documents:

Author	Title	Date

AMENDMENT

EXHIBIT 5 – CONSTRUCTION SCHEDULE OF VALUES
(INCLUDE ERO'S, ACCEPTED ALTERNATES AND SITE SERVICES ALLOWANCES)

Cost Category

Description
Amount

ERO's by No.

Cost of Work Estimates

General Conditions Total Less GC's in ERO's

Construction Manager's Construction Contingency

Allowances

Design Contingency (requires prior Owner approval)
Insurance

Bond

Sub Total

Construction Managers Fee Less Fee in ERO's

Grand Total GMP

AMENDMENT

EXHIBIT 6 – SCHEDULE OF BID PACKAGES WITH ADVERTISEMENT DATES

Insert

AMENDMENT

EXHIBIT 7 – CLARIFICATIONS

Insert

EARLY RELEASE ORDER NO.

FROM: Curators of the University of Missouri

TO:

_____

_____

_____

"Construction Manager"

PROJECT:

_____

DATE:

_____

1. ORDER. Pursuant to Section 2.10.1 of the Agreement Between Owner and Construction Manager as Constructor and its Provisions (the "Agreement"), Owner hereby directs Construction Manager to proceed with the Construction Work set forth in the Drawings, Specifications and other documents identified on **Exhibit 1** attached hereto prior to the approval and acceptance of the GMP Documents ("Early Release Order Work"). The documents identified in ERO **Exhibit 1** attached hereto and the Contract Documents described in the Agreement are incorporated herein by this reference.

2. PRICE. Construction Manager shall be paid the sum of _____ Dollars ($_____) for the performance of the Early Release Order Work. Owner shall make monthly progress payments on account of the price set forth herein based upon the percentage of completion of the Early Release Order Work in the prior month. Such progress payment shall be in the amount of the percentage of completion of the Early Release Order Work in the prior month applied against the price herein less five percent (5%) for retainage. Construction Manager shall submit Applications for Payment on account of the price as provided for herein in accordance with the requirements of the General Conditions.

3. SCHEDULE. Construction Manager shall substantially complete the Early Release Order work by _____. Time is of the essence to Construction Manager's obligations to complete the Early Release Order Work withing the time required herein.

4. TERMS. The terms used herein which are defined in the Agreement or General Conditions shall have the meanings as set forth therein.

5. TERMINATION. In the event the Owner terminates this Early Release Order as set forth in Section 2.10.1 of the Provisions of the Agreement, the Construction Manager shall only be entitled to the amounts set forth in Section 2.10.1 of the Provisions of the Agreement.

CURATORS OF THE UNIVERSITY OF MISSOURI
"Owner"

_____
University Signing Authority

_____
Date

[TYPE IN FIRM NAME]
"Construction Manager"

_____
Construction Manager Signing Authority

_____
Printed Name

_____
Title

_____
Date

Corporate Seal

EARLY RELEASE ORDER
ERO EXHIBIT 1 – DRAWINGS AND SPECIFICATIONS

1. Drawings. The Drawings which are part of the Contract Documents are as follows:

Number	Title	Last Revision Date

2. Specifications. The Specifications which are part of the Contract Documents are as follows:

Number	Title	Last Revision Date

3. Addenda. The Addenda, if any, which are part of the Contract Documents are as follows:

Addenda #	Date	Pages

4. Other Documents. Other documents, if any, which are part of the Contract Document are as follows:

Number	Title	Last Revision Date

SPECIAL CONDITIONS

(insert Special Conditions – *this is an editable file located in Div 1 of the FPD Document Page https://www.umsystem.edu/ums/fa/facilities/fpd_forms_page*)

Additional Construction Schedule Requirements

Insert

Insert Prevailing Wage Order

Insert General Conditions