

 **AIA** Document A133™ – 2009

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

AGREEMENT made as of the ____ day of January in the year 2019
(In words, indicate day, month and year.)

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

Guilford County Community Development
301 West Market Street
Greensboro, NC 27402

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

Samet Corporation
309 Gallimore Dairy Road, Suite 102
Greensboro, NC 27409

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

Guilford County-Behavioral Health Urgent Care, 16 Bed Adult Facility Based Crisis Center and Outpatient
931 Third Street, Greensboro, NC, Maple Professional Park
Samet Job #19-006

The Architect:
(Name, legal status and address)

Teague Freyaldenhoven Freyaldenhoven Architects & Planners, LLP
300 North Greene Street, Suite 285
Greensboro, NC 27401

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

Marty Lawing
County Manager
Guilford County
301 West Market Street
Greensboro, NC 27402
336-641-3383
mlawing@guilfordcountync.gov

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

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

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

Kenneth J. Grube
Regional Vice President
Samet Corporation
309 Gallimore Dairy Road, Suite 102
Greensboro, NC 27409
336-544-2618 (office) / 336-207-3282 (mobile)
kgrube@sametcorp.com

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

Stephen L. Freyaldenhoven, AIA
Teague Freyaldenhoven Freyaldenhoven Architects & Planners, LLC
300 North Green Street, Suite 285
Greensboro, NC 27401
336-273-0101
sfrey@tffarchitects.com

The Owner and Construction Manager agree as follows.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 The Contract Documents

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

§ 1.1.1 The Construction Manager shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others. Work consists of the construction of the Guilford County-Behavioral Health Urgent Care, 16 bed Adult Facility Based Crisis Center and Outpatient facility, and other site or building amenities or structures to be further defined within the final Contract Documents.

§ 1.2 Relationship of the Parties

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

§ 1.3 General Conditions

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

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2. The Construction Manager's Construction Phase responsibilities are set forth in Section 2.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.1 Preconstruction Phase

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

§ 2.1.2 Consultation

The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall advise the Owner and the Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations consistent with the Project requirements to the Owner and Architect on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

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

§ 2.1.4 Phased Construction

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

§ 2.1.5 Preliminary Cost Estimates

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

§ 2.1.5.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action.

§ 2.1.6 Subcontractors and Suppliers

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

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

§ 2.1.8 Extent of Responsibility

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

To the extent that the Owner requires any additional services, construction consulting, or value engineering, the Owner acknowledges that such services are advisory and are not professional design services. The Owner will, with due diligence, refer such questions, matters, and inquiries to the design professionals, and the Construction Manager shall have no liability to the Owner or the Architect or its consultants for such services requested by the Owner and rendered hereunder.

§ 2.1.9 Notices and Compliance with Laws

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

§ 2.2 Guaranteed Maximum Price Proposal and Contract Time

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

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

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

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

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

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

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

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

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

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

§ 2.3 Construction Phase

§ 2.3.1 General

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

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

§ 2.3.2 Administration

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

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

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

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

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

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

§ 2.3.2.7 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. The Construction Manager shall also keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

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

§ 2.4 Professional Services

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

§ 2.5 Hazardous Materials

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

ARTICLE 3 OWNER'S RESPONSIBILITIES

§ 3.1 Information and Services Required of the Owner

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

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

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

Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

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

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

§ 3.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 3.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

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

§ 3.2 Owner's Designated Representative

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

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

§ 3.3 Architect

The Owner shall retain an Architect to provide services, ~~duties~~ duties, and responsibilities as described in AIA Document ~~B133™-2014, B103™-2007, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement.~~ The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and the Architect, and any further modifications to the agreement.

ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 4.1 Compensation

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

Init.

§ 4.1.2 For the Construction Manager's Preconstruction Phase services described in Sections 2.1 and 2.2:2.1, 2.2 and as described within the Preconstruction Services Summary dated January 4, 2019 consisting of twenty-nine (29) pages attached hereto as Exhibit D:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

One Hundred Fifty-Four Thousand Two Hundred Fifty-Two Dollars (\$154,252.00) Lump Sum.

The Lump Sum for Preconstruction Phase services shall be billed to Owner in three (3) installments: (1) at the completion of the schematic estimate; (2) at the completion of the design development estimate; and (3) at the completion of the Construction Documents estimate.

§ 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within ~~(—) months~~ twenty-eight (28) weeks of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

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

§ 4.2 Payments

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

§ 4.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid ~~(—)~~ thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

(Insert rate of monthly or annual interest agreed upon.)

~~%—~~ The Prime Rate plus 2% as calculated by the Wall Street Journal on a daily basis.

ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

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

§ 5.1.1 The Construction Manager's Fee:

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

Six Percent (6.0%) of the Cost of the Work.

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

Six Percent (6.0%) of the Cost of the Work plus additional General Conditions, Bonds and Insurance, where required to facilitate the changes and where full and complete documentation of such cost will be provided and agreed to by all parties before such change in Work is performed.

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

15% for Overhead and Profit.

§ 5.1.4 Rental rates for Construction Manager-owned equipment shall not exceed ~~percent (—%)~~ one hundred percent (100%) of the standard rate paid at the place of the Project.

§ 5.1.5 Unit prices, if any:

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

Item	Units and Limitations	Price per Unit (\$0.00)
To be determined in Exhibit A		

§ 5.2 Guaranteed Maximum Price

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

If the actual Cost of the Work and the Construction Manager's Fee total less than the Guaranteed Maximum Price, then the savings will be divided as follows: seventy-five percent (75%) to the Owner, twenty-five percent (25%) to the Construction Manager.

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

§ 5.3 Changes in the Work

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

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

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

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

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

ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 6.1 Costs to Be Reimbursed

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

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

§ 6.2 Labor Costs

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

§ 6.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site ~~with the Owner's prior approval~~ or at Construction Manager's Principal Office for time spent directly for the benefit of the Project at the rates set forth in Exhibit B.

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

See Exhibit B – Personnel Rates

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

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

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

§ 6.3 Subcontract Costs

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

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

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

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

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

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

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

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

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

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

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

§ 6.6 Miscellaneous Costs

§ 6.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. ~~Self insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.~~ Comprehensive insurance program inclusive of Commercial General Liability, Excess Liability, Professional Liability, Pollution Liability and Automobile Liability Insurance shall be charged to the project at a rate of \$8.10/\$1,000 of the Guaranteed Maximum Price. All subcontracts and purchase orders will be enrolled in the Construction Manager's Corporate Subcontractor Bonding Program at a project rate of \$1.40/\$100 (1.4%) of the value of each subcontract or purchase order. The Construction Manager shall provide a one hundred percent (100%) Performance and Payment Bond to the Owner at a rate of seventy-five hundredths of one percent (0.75%) of the Guaranteed Maximum Price.

A project specific Builder's Risk Insurance policy can be provided by the Construction Manager upon Owner request. Cost of policy will be determined upon developing specific Soft Cost coverages with Owner input.

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

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

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

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

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

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

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

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

§ 6.7 Other Costs and Emergencies

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

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

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

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

§ 6.7.5 Cost of the Work shall include a charge of two tenths of one percent (0.20%) of the Guaranteed Maximum Price for project close out and post construction services made necessary to administer the Construction Manager's close out program to the Owner.

§ 6.8 Costs Not To Be Reimbursed

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

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

§ 6.9 Discounts, Rebates and Refunds

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

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

§ 6.10 Related Party Transactions

§ 6.10.1 For purposes of Section 6.10, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, the Construction Manager owns any interest in excess of ten percent in the aggregate; or

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any person or entity which has the right to control the business or affairs of the Construction Manager. The term "related party" includes any member of the immediate family of any person identified above.

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

§ 6.11 Accounting Records

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

ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 7.1 Progress Payments

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

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

§ 7.1.3 Provided that an Application for Payment is received by the Architect not later than the 30th day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the 30th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than ~~(—)~~ thirty (30) days after the Architect receives the Application for Payment.

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

Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

The Prime Rate plus 2% as calculated by the Wall Street Journal on a daily basis.

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

§ 7.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire

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Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

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

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

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

§ 7.1.8 ~~The Owner and Construction Manager shall agree upon (1) a mutually acceptable shall, upon request, be provided appropriate information regarding the Construction Manager's procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements—Subcontractors. Except with the Owner's prior approval, payments for the Work, other than for the Construction Manager's preconstruction services, direct vendor purchase orders, Construction Manager's General Conditions items including staff costs, bonds, insurance or permits secured for the Work, shall be subject to retainage of not less than five percent (5%). The Owner and Construction Manager shall agree on a mutually acceptable procedure reduction in retention for Subcontractors.~~

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

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

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§ 7.1.11 No further retainage will be withheld beginning with the pay application following that point in time when the Work reaches fifty (50%) percent completion.

§ 7.1.12 A one hundred percent (100%) payment will be made on a "line-item" basis within 30 days after completion of the work of all trade subcontractors whose work is completed prior to 50% completion of the entire Work, including but not limited to the following trade subcontracts: (a) site preparation, (b) sheeting and shoring, (c) site utilities, (d) structural steel, (e) precast concrete, (f) building concrete, (g) wood framing. For any partial occupancy or use of the Work, the Owner shall reduce retainage proportionately to the Construction Manager at the time of partial occupancy or use.

§ 7.2 Final Payment

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

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

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

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

§ 7.2.2. Upon completion of the Work, the Construction Manager shall provide to the Owner a final accounting for the Cost of Work. Within fifteen (15) days of the receipt of the Construction Manager's final accounting, the Owner may audit the Construction Manager's records at the Construction Manager's principal office and advise Construction Manager of any objections to Construction Manager's final accounting. If the Owner fails to notify Construction Manager in writing of any objections to Construction Manager's final accounting within fifteen (15) days from receipt of the same, the Construction Manager's final accounting shall become binding on Owner and final payment shall be made to the Construction Manager within 15 days.

~~§ 7.2.3 If the Owner's auditors report within the time frame set forth in Section 7.2.2, the Owner advises Construction Manager in writing that its audit of the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201-2007. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment-Owner's notice of objection. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors-Owner becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment-undisputed amounts in the Construction Manager's final accounting.~~

§ 7.2.4 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, the Owner shall reimburse

the Construction Manager such costs and the Construction Manager's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings as provided in Section 5.2.1, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

ARTICLE 8 INSURANCE AND BONDS

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

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

Type of Insurance or Bond	Limit of Liability or Bond Amount (\$0.00)
<u>See Exhibit C – Insurance</u>	<u>Specific limits of insurance coverage to be afforded to the Owner are set forth on Exhibit C.</u>
<u>Performance Bond and Payment Bond</u>	<u>100% of Contract Amount</u>

ARTICLE 9 DISPUTE RESOLUTION

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

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

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

- Arbitration pursuant to Section 15.4 of AIA Document A201-2007
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

The Owner and Architect shall endeavor to resolve claims, disputes, and other matters in question between all parties by mediation. The selection of the mediator and the procedure for the mediation shall be determined by the agreement of the parties. In the absence of an agreement concerning the mediation process, the parties shall utilize the Rules Implementing Mediated Settlement Conference adopted by the State Building Commission in North Carolina Public Construction Projects.

§ 9.3 Initial Decision Maker

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

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

ARTICLE 10 TERMINATION OR SUSPENSION

§ 10.1 Termination Prior to Establishment of the Guaranteed Maximum Price

§ 10.1.1 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Section 14.1.1 of A201-2007.

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

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

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

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

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

§ 10.2 Termination Subsequent to Establishing Guaranteed Maximum Price

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

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

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

§ 10.3 Suspension

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

ARTICLE 11 MISCELLANEOUS PROVISIONS

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

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§ 11.2 Ownership and Use of Documents

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

§ 11.3 Governing Law

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

§ 11.4 Assignment

The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement. Except as provided in Section 13.2.2 of A201–2007, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 11.5 Other provisions:

§ 11.5.1 PROPERTY OWNERSHIP

Upon execution of Exhibit A – Guaranteed Maximum Price Amendment, the Owner represents it is the legally identified Owner of the property on which the project is being constructed.

§ 11.5.2 SUBCONTRACTUAL RELATIONS

Notwithstanding any other provisions of the Contract Documents to the contrary, Construction Manager shall have the unfettered discretion to conduct its dealings with its Subcontractors in a manner that Construction Manager, in its sole discretion, deems to be in the best interests of Construction Manager and the Project.

§ 11.5.3 OWNER'S RESPONSIBILITY FOR LANDSCAPE MAINTENANCE

On or before Substantial Completion of the Work, the Owner shall provide evidence to Construction Manager that it has procured a third-party landscape maintenance agreement. Failure to procure and maintain the same shall waive Owner's right to assert any claim against Construction Manager relating to the Project landscaping.

ARTICLE 12 SCOPE OF THE AGREEMENT

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

§ 12.2 The following documents comprise the Agreement:

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

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

- .4 Exhibit B – Personnel Rates

- ~~.5 Other documents;~~ .5 Exhibit C – Insurance
(List other documents, if any, forming part of the Agreement.)

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.6 Exhibit D – Preconstruction Services Summary dated January 4, 2019

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

GUILFORD COUNTY COMMUNITY DEVELOPMENT

SAMET CORPORATION

OWNER (Signature)

CONSTRUCTION MANAGER (Signature)

Marty Lawing, County Manager
(Printed name and title)

Richard K. Davenport, President of Construction
(Printed name and title)

(Date)

(Date)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Sally Hamm, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 14:26:49 ET on 01/04/2019 under Order No. 1460558164 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)

(Title)

(Dated)

 **AIA** Document A133™ – 2009 Exhibit A

Guaranteed Maximum Price Amendment

for the following PROJECT:

(Name and address or location)

Guilford County-Behavioral Health Urgent Care, 16 Bed Adult Facility Based Crisis Center and Outpatient
931 Third Street, Greensboro, NC, Maple Professional Park
Samet Job #19-006

THE OWNER:

(Name, legal status and address)

Guilford County Community Development
301 West Market Street
Greensboro, NC 27402

THE CONSTRUCTION MANAGER:

(Name, legal status and address)

Samet Corporation
309 Gallimore Dairy Road, Suite 102
Greensboro, NC 27409

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

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

ARTICLE A.1

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 2.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of this Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed **TO BE DETERMINED** (\$ **TBD**), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Construction Manager's Fee, and other items that comprise the Guaranteed Maximum Price.
(Provide below or reference an attachment.)

See Exhibit A.1 – Schedule of Value (to be determined).

The final Itemized Statement of the Guaranteed Maximum Price for the overall Project will be mutually developed by the parties and incorporated into this Agreement by a Change Order at the time of the Final GMP Amendment.

§ A.1.1.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the Contract Documents permit the Owner to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the amount for each and the date when the amount expires.)

Any Alternates identified during the completion of the design will be agreed to by the parties and incorporated into this Agreement by Change Order or Amendment, at the time of the Final GMP Amendment.

§ A.1.1.4 Allowances included in the Guaranteed Maximum Price, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price (\$0.00)
<u>Any Allowances identified during the completion of the design will be agreed to by the parties and incorporated into this Agreement by Change Order or Amendment at the time of the Final GMP Amendment.</u>	

§ A.1.1.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

Any Assumptions will be developed and incorporated into this Agreement by Change Order or Amendment at the time of the Final GMP Amendment.

§ A.1.1.6 The Guaranteed Maximum Price is based upon the following Supplementary and other Conditions of the Contract: Supplementary or other Conditions, if any, will be developed and incorporated into this Agreement via a Change Order or Amendment at the time of the Final GMP Amendment.

Document	Title	Date	Pages
----------	-------	------	-------

§ A.1.1.7 The Guaranteed Maximum Price is based upon the following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Agreement.)

The Specifications will be identified and incorporated into this Agreement by Change Order or Amendment at the time of the Final GMP Amendment.

Section	Title	Date	Pages
---------	-------	------	-------

§ A.1.1.8 The Guaranteed Maximum Price is based upon the following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Agreement.)

The Drawings will be identified and incorporated into this Agreement by Change Order or Amendment at the time of the Final GMP Amendment.

Number	Title	Date
--------	-------	------

§ A.1.1.9 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Agreement.)

Other Documents, Information or Exhibits, if any, will be developed, identified and incorporated into this Agreement by Change Order or Amendment at the time of the Final GMP Amendment.

ARTICLE A.2

§ A.2.1 The anticipated date of Substantial Completion established by this Amendment:

The Substantial Completion date for the overall Project will be developed, agreed to and incorporated into this Agreement by Change Order or Amendment upon determination of the full project schedule at the time of the final GMP Amendment.

GUILFORD COUNTY COMMUNITY DEVELOPMENT

SAMET CORPORATION

OWNER *(Signature)*

Marty Lawing, County Manager
(Printed name and title)

CONSTRUCTION MANAGER *(Signature)*

Richard K. Davenport, President of Construction
(Printed name and title)

Init.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Sally Hamm, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 13:42:50 ET on 01/04/2019 under Order No. 1460558164 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2009 Exhibit A, Guaranteed Maximum Price Amendment, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)

(Title)

(Dated)



EXHIBIT B - Personnel Rates

Outlined below are Samet Corporation's labor rates which will be utilized during the course of the pre-construction and construction phases of the project. These rates include all applicable labor rates, insurances and fringe benefits that are directly applicable to each personnel position noted below. Personnel assigned to each phase of the project will be charged as a project cost in accordance with these labor rates. These same labor rates will also be utilized for any required changes in the work when made during the course of the project.

"LABOR RATES ARE SUBJECT TO AN ANNUAL RATE INCREASE"

EFFECTIVE DATE

4/1/2018

Personnel Position	Rate
Field:	
General Laborer	\$ 30.00
Carpenter	\$ 36.00
Field Engineer I	\$ 44.00
Field Engineer II	\$ 50.00
Assistant Superintendent	\$ 55.00
Field Engineer Services	\$ 44.00
Superintendent Warranty	\$ 50.00
Superintendent I	\$ 66.00
Superintendent II	\$ 83.00
Senior Superintendent	\$ 99.00
Field Executive	\$ 107.00
MEP Manager	\$ 72.00
MEP Manager, Sr	\$ 94.00
	\$ -
Project Management:	\$ -
Construction Intern	\$ 31.00
Project Engineer Asst	\$ 36.00
Project Engineer I	\$ 50.00
Project Engineer II	\$ 55.00
Assistant Project Manager	\$ 64.00
Project Planner	\$ 66.00
Project Manager I	\$ 72.00
Project Manager II	\$ 88.00
Project Manager, Sr.	\$ 105.00
Project Executive	\$ 121.00
Preconstruction:	
BIM Services Tech	\$ 44.00
Virtual Construction & Design Manager	\$ 66.00
Pre-Construction Project Engineer	\$ 50.00
Pre-Construction Project Engineer II	\$ 53.00
Pre-Construction Project Manager I	\$ 70.00
Pre-Construction Project Manager II	\$ 87.00
Pre-Construction Project Manager, Sr.	\$ 93.00
Pre-Construction Project Executive	\$ 109.00
Management:	



EXHIBIT B - Personnel Rates

Personnel Position	Rate
Group Manager/Project Executive Sr.	\$ 143.00
VP/Executive	\$ 154.00
Quality Assurance/Quality Control	
QA/QC Director	\$ 94.00
Safety:	
Safety Coordinator	\$ 55.00
Safety Manager	\$ 61.00
Safety Director	\$ 72.00
Administrative:	
Project Coordinator	\$ 40.00
Project Services Manager	\$ 52.00
BIM Services Tech	\$ 40.00
Virtual Construction & Design Manager	\$ 66.00
Project Development:	
Project Development Coordinator	\$ 39.00
Project Development Manager	\$ 66.00
Project Development Manager, Sr.	\$ 88.00
Project Planner	\$ 66.00
Finance:	
Accountant	\$ 39.00
Senior Accountant	\$ 44.00
Assistant Controller	\$ 61.00
Controller	\$ 75.00
Mentor Protégé:	
Project Manager	\$ 70.00

Individuals above which receive a company truck or a vehicle allowance will be charged to the project based on actual hours worked in accordance with the following rates. These rates include company owned equipment or allowances inclusive of a company vehicle, vehicle allowance, mobile smart phone or computer as applicable to each project position.

Reimbursable Equipment Unit Price Description	Rate
Vehicle Allowance and Personal Equipment Expense	\$ 9.00
Company Truck & Personal Equipment Expense	\$ 11.00

Effective April 1, 2018

Preconstruction Services Scope of Work / Deliverables

**Guilford County – Behavioral Health Urgent Care, 16 Bed Adult Facility Based Crisis Center and Outpatient Services
Guilford County Community Development**

Outlined below is Samet Corporation’s Pre-construction Phase Services Scope of Work for the Guilford County – Behavioral Health Urgent Care, 16 Bed Adult Facility Based Crisis Center and Outpatient Services to be located at 931 Third Street, Greensboro, NC – Maple Professional Park. Specific services are enumerated below within their own respective category. Upon request of the Owner, additional services not depicted herein can be provided by or through the Construction Manager at an additional cost.

I. PRE-CONSTRUCTION SCOPE OF WORK / DELIVERABLES**1. Pre-construction Progress Meetings**

- a. As a basis of our scope of services, we have assumed participating in eighteen (18) Project Team Meetings over the course of the pre-construction phase to involve participation of multiple Samet Team members. The pre-construction phase duration is assumed to commence immediately and end toward the end of July 2019 to follow the trade subcontractor bid process. The specific meeting intervals have been assumed and defined within the attached draft of a Preconstruction Management Schedule dated (data date) January 4, 2019. Specific meeting dates and times can be modified with further input from the Project Team.
- b. Pre-construction Meeting Minutes for the aforementioned meetings will be prepared by the Construction Manager and distributed to all Project Team Members during the course of the pre-construction phase process.

2. Schedule Development

- a. Pre-construction Management Schedule - Upon timeline and milestone date confirmation and input from the Owner and Architect, the Construction Manager will prepare and refine its draft of the Pre-construction Management Schedule. This schedule will utilize “Critical Path Method” (CPM) scheduling techniques and will be updated on a regular basis and/or following completion of major pre-construction phase milestone dates.
- b. Project Construction Schedule – Prior to distribution of the Phase I Site Documents for Trade Subcontractor bidding, the Construction Manager will prepare a Project Construction Schedule for use in bidding and managing the Construction Phase of the Project. This schedule will utilize “Critical Path Method” (CPM) scheduling techniques

Preconstruction Services Scope of Work / Deliverables

and will be updated on a regular basis.

3. Cost Estimates

- a. Schematic Cost Estimate Phase – Subsequent to receipt of the Schematic Design Documents prepared by the Architect, the Construction Manager will prepare a detailed cost estimate inclusive of all construction costs related to the project for review and approval by the Project Team. The cost estimate format will be prepared using our computerized estimating software powered by Sage (Timberline) Estimating and will be organized into CSI Divisions of Work and/or separate trade package estimates (tentative list) inclusive of the CM Fee, Bonds & Insurance and Project Contingencies.
- b. Design Development Cost Estimate Phase – The Construction Manager will prepare an updated detailed DD Estimate following the receipt of the Design Development Documents for review and approval by the Owner.
- c. CD Estimate / Preliminary GMP Development – The Construction Manager will prepare a detailed CD Estimate / Preliminary GMP following the development of the Construction Documents for review and approval by the Owner.

4. Value Analysis

Subsequent to receipt of the working design documents prepared by the Architect, the Construction Manager in concert with preparation of our detailed cost estimate will prepare a thorough value engineering analysis of the current documents. A detailed list / analysis of potential value engineering items will be prepared during this process for review and approval by the Project Team. The Value Analysis process will be tracked using a Cost Management Log to account for accepted, pending and declined items presented for consideration by the Owner and Architect.

5. Constructability / Coordination Reviews

Subsequent to receipt of the working design documents prepared by the Architect, the Construction Manager through the “eyes of a builder” will evaluate specific design details, layouts, design requirements, etc. in order to ascertain if any specific design feature could be completed differently, thus yielding the same effect for the Owner, however simplifying construction in the field. Once identified, these items will be reviewed and discussed during our pre-construction progress meetings. The Construction Manager will also complete a thorough coordination review of the construction documents in order to confirm specific plan details, references, notes, schedules, specifications, etc. are coordinated with one another. The intent of this review is to reduce Requests for Information (RFI) during and after the bid process

Preconstruction Services Scope of Work / Deliverables

and Change Orders following commencement of the Construction Phase.

6. Complete HUB Program & New (HB 1043) Project Specific Trade Partner (Subcontractor / Supplier) Pre-qualification Process

The Construction Manager will develop a project specific HUB / MWBE Participation Plan for execution and implementation as part of the pre-construction phase activities noted herein, which should address all requirements in the RFP. In addition, the New (HB 1043) Project Specific Trade Partner (Subcontractor / Supplier) Pre-qualification Process will be initiated and established during this phase as defined below.

- a. HUB / MWBE Participation Plan – A project specific HUB / MWBE Participation Plan tailored to promote minority participation for this project will be developed by the Construction Manager.

Our project specific plan will outline, define or include the following:

- i. MWBE participation goals as measured by percentage of cost of construction as well as defining active participation during the bid process will be established well above the County minimum goal requirements for this project.
 - ii. Specific bid packages will be structured to facilitate maximum participation.
 - iii. An outreach program with set protocols will be established.
 - iv. Establish financial assistance or payment protocol to help facilitate participation.
 - v. An on-campus outreach mixer / vendor college will be held to promote the project including review of the design, project scope of work, bid packages, schedule, bid requirements, etc. on or before the establishment of the CD Estimate / Preliminary GMP. This initial meeting will serve as an informational meeting of what is to come once the project is formally advertised for bids.
- b. Mentor Protégé' - Samet Corporation has engaged Lisa Gilgeours with Gilgeours Construction as a Mentor Protégé. Lisa will be an integral part of Construction Manager Team to assist with the execution of the Construction Managers Services during the Preconstruction and Construction Phases.
 - c. Project Specific Trade Partner (Subcontractor / Supplier) Pre-qualification Process – As required by NC State Legislation (HB 1043), the Construction Manager in conjunction with the Guilford County Community Development will establish “objective” pre-

Preconstruction Services Scope of Work / Deliverables

qualification criteria / forms / scoring matrix to be used by the CM for submission to respective trade subcontractors / suppliers for review and preparation of their pre-qualification response. Solicitation, processing and evaluation of subcontractor / supplier pre-qualification information as received from respective trade contractors / suppliers will be undertaken by the Construction Manager during the Preconstruction Phase of this project.

As a cost and time savings measure and as part of our preconstruction services proposal, we have assumed being able to utilize the attached Samet Trade Partner Prequalification Form (should meet or exceed County Requirements) which will allow the Samet to utilize current trade partner applications on file or in process thus benefiting Guilford County Community Development by streamlining the process.

7. Trade Package Development / Front-end Document Preparation

Prior to completion of the Trade Subcontractor / Supplier Qualification process, the following documents will be developed by the Construction Manager to facilitate the bidding and construction process for Trade Packages.

- a. Bidding / General Requirements – In conjunction with the Architect, the Construction Manager will prepare project specific bidding and general requirements for use during the trade package bidding stage(s) of the project as well as for use during construction.
- b. Subcontract / Supplier Bid Package Scopes of Work – Subsequent to completion of the Construction Documents, the Construction Manager will develop written trade package scopes of work for use to solicit trade package bids as well as for use to contract the various aspects of this project's scope of work.

Notes:

- Reference the AIA A133 Owner – Construction Manager Agreement for other specific preconstruction services to be provided as part of this Agreement.

Preconstruction Services Cost Breakdown



Guilford County - Behavioral Health Urgent Care, 16 Bed Adult Facility Based Cris Center and Outpatient Services

931Third Street
Greensboro, NC
Project No. 19-006

Preconstruction Duration: 28 Weeks
Construction Budget: \$14,700,000

Description of Work	Total
Preconstruction Scope of Work / Deliverables	
1 Pre-construction Progress Meetings and Documentation Services (18 Meetings _ January 2018 - July 2019)	\$22,410
2a/b Pre-construction Management / Project Construction Schedule (CPM) Preparation / Maintenance	\$6,117
3a/4/5 Schematic Cost Estimate / Value Analysis / Constructability Review - (January 2019 / February 2019)	\$20,815
3b/4/5 Design Development Cost Estimate / Value Analysis / Constructability Review - (March 2019 - April 2019)	\$21,781
3b/4/5 CD Estimate / Preliminary GMP Development / Value Analysis / Coordination Review - (May 2019 - July 2019)	\$26,514
5b Construction Document Coordination Review	\$7,958
6 HUB Program & Project Specific Trade Partner Pre-qual Process - (March 2019 - July 2019)	\$32,770
7 Front-end Document / Trade Package Scope Development	\$15,887
Total Preconstruction Services Cost: \$154,252	

Personnel Resource Cost & Allocation Summary

	% of Time 28 Week Dur.
Project Executive - Ken Grube	3%
Project Manager II - Brandon Hardy	22%
Project Engineer - Eric Magyar	6%
Preconstruction Engineer - Courtney Reynolds	16%
Superintendent II - Blake Bost	10%
Project Planner - Paul Adolwa	7%
Pre-con Manager - Scott Robinson	42%
Diversity Manager - Johnny Sigers	22%
BIM / CAD Manager - Chris Brown	4%
Mentor Protégé PM - Lisa Gilgeours	23%

Activity ID	Activity Name	Original Duration	Start	Finish	2019												2020												2021		
					Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	
Guilford County-Behavioral Health Urgent Care					16.Aug.19, Guilford County-Behavioral Health Urgent Care																										
PRECONSTRUCTION					16.Aug.19, PRECONSTRUCTION																										
CMR SELECTION					17.Jan.19, CMR SELECTION																										
A1000	CMR Proposal Submission to Guilford County	0d	13.Dec.18 A		◆ CMR Proposal Submission to Guilford County																										
A1010	Evaluation Committee Review of CMR Proposals	5d	13.Dec.18 A	19.Dec.18 A	■ Evaluation Committee Review of CMR Proposals																										
A1020	Notice of Award	0d		21.Dec.18 A	◆ Notice of Award																										
A1030	Guilford County Commissioners Formal Approval (Preconstruction)	1d	17.Jan.19*	17.Jan.19	△ Guilford County Commissioners Formal Approval (Preconstruction)																										
SCHEMATIC DESIGN					22.Mar.19, SCHEMATIC DESIGN																										
A1040	Kick off Meeting with Guilford County, A/E & CMR	1d	18.Jan.19	18.Jan.19	▮ Kick off Meeting with Guilford County, A/E & CMR																										
A1050	A/E Present Schematic Design (SD) Documents	0d	21.Jan.19		◆ A/E Present Schematic Design (SD) Documents:																										
A1060	Project Team Schematic Design Review & Comments	10d	21.Jan.19	01.Feb.19	■ Project Team Schematic Design Review & Comments																										
A1070	CMR Schematic Design Estimate	15d	21.Jan.19	08.Feb.19	■ CMR Schematic Design Estimate																										
A1080	CMR SD Value Analysis/Constructability Review	15d	21.Jan.19	08.Feb.19	■ CMR SD Value Analysis/Constructability Review																										
A1090	A/E Incorporate Project Team Schematic Design Comments into Docs	5d	04.Feb.19	08.Feb.19	■ A/E Incorporate Project Team Schematic Design Comments into Docs																										
A1110	Guilford County Review & Authorize A/E to Start DD Production	3d	11.Feb.19	13.Feb.19	■ Guilford County Review & Authorize A/E to Start DD Production																										
A1120	Guilford County Review & Approval of CMR SD Estimate/Value Engineering	3d	11.Feb.19	13.Feb.19	■ Guilford County Review & Approval of CMR SD Estimate/Value Engineering																										
A1130	Sketch Plan Submittal Review & Comments	30d	11.Feb.19	22.Mar.19	■ Sketch Plan Submittal Review & Comments																										
DESIGN DEVELOPMENT					08.Jul.19, DESIGN DEVELOPMENT																										
A1150	A/E Prepare & Present Design Development (DD) Documents	20d	14.Feb.19	13.Mar.19	■ A/E Prepare & Present Design Development (DD) Documents																										
A1170	CMR Develop/Implement HUB Plan / Prequal Process	90d	28.Feb.19	08.Jul.19	■ CMR Develop/Implement HUB Plan / Prequal Process																										
A1190	Guilford County Project Team DD Review & Comments	10d	14.Mar.19	27.Mar.19	■ Guilford County Project Team DD Review & Comments																										
A1200	CMR Design Development Estimate	20d	14.Mar.19	10.Apr.19	■ CMR Design Development Estimate																										
A1210	CMR Design Development Value Analysis / Const Review	20d	14.Mar.19	10.Apr.19	■ CMR Design Development Value Analysis / Const Review																										
A1240	A/E Incorporate DD Review Comments into Docs	10d	28.Mar.19	10.Apr.19	■ A/E Incorporate DD Review Comments into Docs																										
A1250	Final TRC Submittal Review & Approval	40d	28.Mar.19	23.May.19	■ Final TRC Submittal Review & Approval																										
A1270	Guilford County Approval of CMR Design Development Est/VE	5d	11.Apr.19	17.Apr.19	■ Guilford County Approval of CMR Design Development Est/VE																										
CONSTRUCTION DOCUMENTS					16.Aug.19, CONSTRUCTION DOCUMENTS																										
A1220	A/E Complete 95% Construction Documents	25d	14.Mar.19	17.Apr.19	■ A/E Complete 95% Construction Documents																										
A1280	A/E Issue 95% Coordination Pricing Set	0d		17.Apr.19	◆ A/E Issue 95% Coordination Pricing Set																										
A1290	CMR Prepare Preliminary (CPM) Construction Schedule	15d	18.Apr.19	09.May.19	■ CMR Prepare Preliminary (CPM) Construction Schedule																										
A1300	CMR Construction Documents Estimate	20d	18.Apr.19	16.May.19	■ CMR Construction Documents Estimate																										
A1310	CMR Construction Docs Value Analysis / Construction Review	20d	18.Apr.19	16.May.19	■ CMR Construction Docs Value Analysis / Construction Review																										
A1320	Governing Authority Review & Comments - Guilford County	25d	18.Apr.19	23.May.19	■ Governing Authority Review & Comments - Guilford County																										
A1330	CMR Prepare Trade Packages for Bidding	35d	18.Apr.19	07.Jun.19	■ CMR Prepare Trade Packages for Bidding																										
A1360	CMR Prepare CD Coordination Review/Preliminary GMP Docs	5d	17.May.19	23.May.19	■ CMR Prepare CD Coordination Review/Preliminary GMP Docs																										
A1380	Guilford County Review/Approve CD Estimate Package/Preliminary GMP	5d	24.May.19	31.May.19	■ Guilford County Review/Approve CD Estimate Package/Preliminary GMP																										
A1390	A/E Incorporate Review Comments into Docs & Submit for Final Approval	10d	24.May.19	07.Jun.19	■ A/E Incorporate Review Comments into Docs & Submit for Final Approval																										
A1400	NCDEQ Permit Review & Comments - Erosion, Water, Sewer & Storm	25d	24.May.19	28.Jun.19	■ NCDEQ Permit Review & Comments - Erosion, Water, Sewer & Storm																										
A1420	A/E Issue 100% Construction Documents for Final Permit Review	0d		07.Jun.19	◆ A/E Issue 100% Construction Documents for Final Permit Review																										
A1430	Final Governing Authority Permit Approval - Guilford County	20d	10.Jun.19	08.Jul.19	■ Final Governing Authority Permit Approval - Guilford County																										
A1450	CMR Issue Advertisement for Building Package Trade Package Bids	20d	24.Jun.19	22.Jul.19	■ CMR Issue Advertisement for Building Package Trade Package Bids																										
A1460	NCDEQ Permit Approval - Erosion, Water, Sewer & Storm	0d		28.Jun.19	◆ NCDEQ Permit Approval - Erosion, Water, Sewer & Storm																										
A1470	CMR hold Pre-Bid Conference Meeting	1d	03.Jul.19	03.Jul.19	▮ CMR hold Pre-Bid Conference Meeting																										
A1490	A/E Issue Approved Construction Documents for Construction	0d		08.Jul.19	◆ A/E Issue Approved Construction Documents for Construction																										
A1500	Building Permit Approval	0d		08.Jul.19	◆ Building Permit Approval																										
A1520	CMR Receive GMP Trade Package Bids	0d		22.Jul.19	◆ CMR Receive GMP Trade Package Bids																										

DRAFT
To be Refined with
Owner & Designer Input

■ Remaining Level of Effort
 ■ Remaining Work
 ■ Actual Level of Effort
 ■ Critical Remaining Work
 ■ Actual Work
▬ Start Constraint
 ▬ Finish Constraint
 ◆ Milestone
 ▬ Summary



Guilford County-Behavioral Health Urgent Care



TEAGUE
FREYALDENHOVEN
ARCHITECTS & PLANNERS, LLP





Prequalification Application Forms and Scoring Matrix

Guilford County Behavioral Health
16 Bed Behavioral Health Facility

January 3, 2019

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Appendix A – (Sample Parent Company Guarantee Letter).....	Pages 1
Appendix B – (Bond-Ability Sample Letter from Surety).....	Pages 1
Appendix C – (Sample Insurance Certificate).....	Pages 1
Prequalification Scoring Matrix.....	Pages 2

Samet Corporation

Prequalification Form for First-Tier Subcontractors under CM at Risk

Pursuant to the statute, this form gathers information about the subcontractors seeking to qualify for the work and provides a general format for the prequalification criteria. **Completing this questionnaire does not guarantee prequalification.** Evaluation of the submittal shall be performed by the prequalification committee in accordance with GS 143-128.1, 143-135.8 and the Prequalification Policy (attached).

First-Tier Subcontractors are to use the project specific forms prepared for this project by the Prequalification Committee. No other forms shall be permitted for use.

PREQUALIFICATION DUE DATE/TIME: _____
(date) TBD (time) 5:00 pm

Submitted to: Johnny Sigers
Contact Name receiving prequalifying packages

Samet Corporation,
CM @ R Firm

309 Gallimore Dairy Road, Suite 102
Address

Address

Greensboro, N.C. 27419-0050
City/State Zip Code + 4

(336) 944-3012 336-544-2600
Direct number Main Number

jsigers@@sametcorp.com
E-mail address

Project: Guilford County Behavioral Health -16 Bed Behavioral Health Facility
Name of Project

Guilford County Community Development
Project Owner

931 Third St. Greensboro, NC. (Exact Building Address TBD by County)
Project Location/Address

Teague Freyaldenhoven Freyaldenhoven (TFF) Architects
Project Architect

TBD
Project Start Date (Approx.) Project Duration

TBD
Anticipated Bid Date Total Project Budget

Samet Corporation
Prequalification Form for First –Tier Subcontractors

SECTION 1. MINIMUM REQUIREMENTS

[Matrix: There are no points assigned for responses in Section 1 or Section 4 signature page.]

1. a. Primary/Main office location

Company Name _____

Physical Address _____

Mailing Address _____

City/State Zip Code + 4 _____

(_____) _____ (_____) _____
Phone number Fax number

Primary Contact Name _____ Secondary Contact Name _____

Primary Contact Email Address _____ Secondary Contact Email Address _____

(EIN) Employer Identification Number or (TIN) Taxpayer Identification Number

Office Managing This Project (If Different From Above)

Company Name _____

Physical Address _____

Mailing Address _____

City/State Zip Code + 4 _____

(_____) _____ (_____) _____
Phone number Fax number

Primary Contact Name _____ Secondary Contact Name _____

Primary Contact Email Address _____ Secondary Contact Email Address _____

[Matrix: If not completely filled out, proposal is non-responsive and will not be considered for pre-qualification.]

Organization

1. b. Business type (check box) Corporation Partnership Limited Liability Company Sole Proprietor Joint Venture

Indicate your NC Statewide Uniform Certification: (check box): MBE HBE AABE AIBE WBE SDB DBE

See website link for more information: <http://www.doa.nc.gov/hub/swuc.htm>

_____ Other (specify) _____ Certifying Agency/State (specify)

Is your firm registered with the State of North Carolina to do business? Yes No

Is your firm owned or controlled by a parent or any other organization? Yes No

Samet Corporation
Prequalification Form for First –Tier Subcontractors

Describe Ownership if Yes: _____

Additionally, if you answered Yes that your company is owned or controlled by a parent or any other organization, you agree to sign a Parent Company Guarantee Letter (see Appendix A for sample letter) and submit the same with this Prequalification Application for review and approval. Additionally, an individual who is authorized to bind the Parent Company shall co-sign the contract as a condition precedent to award of a contract. If you do not agree to these terms, your pre-qualification application will not meet the minimum requirements and will be disapproved.

List all other names your firm has operated as for the past five (5) years: _____

[Matrix: If not completely filled out, proposal is non-responsive and will not be considered for pre-qualification.]

1. c. Licensing Information (Please provide all North Carolina professional licenses required for you to perform your services.)

NC License Type (check box) General Construction Electrical Mechanical Plumbing Burglar Alarm
 Fire Protection Other (please specify)

Not Applicable or Required by North Carolina for Trade Package(s) Selected for Pre-qualification

<u>NC License number/name of licensee</u>	<u>License Limit/Level</u>	<u>State/County/City Privilege License (provide copy)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Has any license ever been denied or revoked? Yes No If yes, please describe, _____

[Matrix: Enter type of license. If information not provided in application or license does not meet requirement for trade package or State of North Carolina, proposal is non-responsive and will not be considered for pre-qualification.]

1. d. Type of Work Performed on a regular basis

Primary Scope of Work: _____

Secondary Scope of Work: _____

Other Scope of Work: _____

What type of work do you self perform? _____

Current Number of Employees _____

Provide list of major equipment /resources used to perform scopes of work

[Matrix: If not completely filled out, proposal is non-responsive and will not be considered for pre-qualification.]

Samet Corporation
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Bonding

1. e. (1) Attach letter (see Appendix B for sample letter), dated within the last 30 days, from your surety company, signed by their Attorney in Fact, verifying their willingness to issue sufficient payment and performance bonds for this project, on behalf of your firm and the dollar limits of that bond commitment, both single and aggregate. Surety company bond rating shall be rated "A-" or better and "VII" or higher under the A.M. Best Rating system or The Federal Treasury List.

Have you attached a surety letter? Yes No

[Matrix: "Yes or No". If this information is not provided in application for firms wishing to be approved for a bid package(s) requiring evidence (see bid package list at front of this form) of the ability to provide a Performance and Payment Bond, proposal is non-responsive and will not be considered for pre-qualification. Further, this review and approval for this section will be based on the surety letter stating an amount able to substantiate the surety's willingness to issue bonds in the sum total of the preliminary budget amounts identified herein for the proposed bid package(s) being sought for pre-qualification approval. This section is not a minimum requirement for firms wishing to become prequalified for bid packages not requiring the ability to provide a Performance and Payment Bond, however all firms are encouraged to provide a surety letter regardless.]

1. e. (2) Have any Funds been expended by a Surety Company on your firm's behalf? Yes No If yes, explain

[Matrix: If "Yes," with no explanation given, proposal is non-responsive and will not be considered for pre-qualification.]

Insurance

1. f. The minimum requirements of coverage are defined on the Sample Certificate of Insurance (COI) (See Appendix C for Sample COI). Firms must indicate that they can provide evidence of insurance coverage, should they be considered for approval by attaching a copy of their insurance certificate. Additionally, should your firm not currently carry the exact insurance requirements defined within the Sample Certificate of Insurance, applicant agrees to provide the specified insurance as a precedent to award of a contract. Have you attached a copy of your insurance certificate meeting the aforementioned specified requirements or agree to provide the specified insurance if not currently carried by your firm? Yes No

[Matrix: If "No," proposal is non-responsive and will not be considered for pre-qualification.]

Financials

1. g. (1) **Part 1 – Financial Statements** - Attach most recent fiscal year-end balance sheet and income statement, if available, based on company type. Audited statements preferred. If not available, attach a copy of the latest annual renewal submission to the relevant licensing board. In all cases, either a full year audited financial statement or an internal balance sheet with income statement or business tax return must be provided in order to be considered for pre-qualification approval.

Have you attached a balance sheet or other acceptable financial documents referenced above? Yes No

[Matrix: If "No," proposal is non-responsive and will not be considered for pre-qualification.]

1. g. (2) **Part 2 – Financial Metrics** – As a minimum requirement to become pre-qualified, the metrics illustrated below must be achieved in order to be approved for prequalification with one exception if the firm doesn't meet or exceed these designated metrics, a Performance and Payment Bond (see requirements under the Bond section above) can be

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substituted by the firm should the company become the successful low bidder for a particular bid package(s). This review and approval for this section will be based on the sum total of the preliminary budget amounts (greatest estimated contract amount if seeking approval for more than one bid package) identified herein for the proposed bid package(s) being sought for pre-qualification approval.

This section will be calculated by Samet Corp. Please note: Samet Corp. will not be including Company Reputation or Good Will as a part of the Matrix evaluation.

Have you achieved your metrics or provided evidence of bond-ability based on the anticipated contract value for the bid packages seeking approval?

Yes No

[Matrix: If "No," proposal is non-responsive and will not be considered for pre-qualification.]

Metrics:

Contract(s) Amounts: \$0 to \$200,000

Debt to Equity (Total Liabilities/Total Equity) is between 0 and 5.0
 Current Ratio (Current Assets/Current Liabilities) is greater than 1.1
 Net Current Assets (Current Assets less Current Liabilities) greater than \$1

Contract(s) Amounts: \$200,000 to \$500,000

Debt to Equity (Total Liabilities/Total Equity) is between 0 and 4.0
 Current Ratio (Current Assets/Current Liabilities) is greater than 1.2
 Net Current Assets (Current Assets less Current Liabilities) greater than \$20,000

Contract(s) Amounts: \$500,000 and above

Debt to Equity (Total Liabilities/Total Equity) is between 0 and 3.0
 Current Ratio (Current Assets/Current Liabilities) is greater than 1.3
 Net Current Assets (Current Assets less Current Liabilities) greater than \$50,000

(Firm must submit financial data and may clearly indicate a request for confidentiality to avoid this item from becoming part of a public record. We understand this information can be extremely confidential and as an option, you may submit your financial statement as an attachment to your pre-qualification package or send under separate cover to our confidential email address financialstatement@sametcorp.com or via facsimile directly to our CFO at Doug Beam (336) 544-6762).

Check applicable item below as how financials are being submitted

- Attached
- Sent Via Email
- Sent Via Facsimile

SECTION 2. GENERAL REQUIREMENTS

Experience - Size/Capacity/Workload

2. a. (1) List the annual dollar value of construction work the company has performed for each year over the last (3) three calendar years (if applicable).

1 \$ _____(yr)	2 \$ _____(yr)	3 \$ _____(yr)
----------------	----------------	----------------

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[Matrix: 0-6 points. For each year completed (positive value), give 2 points each.]

2. a. (2) How many projects do you currently have under contract or in progress and what is their total dollar value?

- _____ (# of projects);
- \$ _____ (Current projects sum of contract amounts);
- \$ _____ (Projects current amount remaining to bill)

[Matrix: 0-5 points. If section completed give 5 points. If not, give 0 points.]

2. a. (3) What was your largest job completed? _____ Sq. Ft. \$ _____ (Dollar Amount)
 _____ Location _____ Year Completed

[Matrix: 0-5 points.

Step One: Take the "dollar amount of largest job completed" and multiply by 1.5.

Step Two: If the result is larger than the sum total of estimated package(s) cost being prequalified for by 100% then give 5 points;

If the result is larger than the sum total of estimated package(s) cost being prequalified for by 80% and less than 100% then give 4 points;

If the result is larger than the sum total of estimated package(s) cost being prequalified for by 60% and less than 80% then give 3 points;

If the result is larger than the sum total of estimated package(s) cost being prequalified for by 40% and less than 60% then give 2 points;

If the result is larger than the sum total of estimated package(s) cost being prequalified for by 20% and less than 40% then give 2 points;

If the result is larger than the sum total of estimated package(s) cost being prequalified for by 10% and less than 20% then give 1 point.

If the result is smaller than the sum total of estimated package(s) cost being prequalified for then give 0 points.]

Example No.1: Result of Largest Job Completed = 1,000,000 x 1.5 = \$1,500,000
 Sum Estimated Total of Bid Package(s): \$687,000
 $\$1,500,000 / \$687,000 = 2.18$ or 118% greater = 5 points

Example No.2: Result of Largest Job Completed = 1,000,000 x 1.5 = \$1,500,000
 Sum Estimated Total of Bid Package(s): \$1,200,000
 $\$1,500,000 / \$1,200,000 = 1.25$ or 25% greater = 2 points

2. a. (4) Current Backlog \$ _____ (Dollar Amount)
 _____ (Projects Current Amount Remaining to Bill – See 2.a.(2))

[Matrix: 0-5 points] Take "current backlog (2.a.(4))" dollar amount and add "largest job completed (2.a.(3)) multiplied by 1.5".

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(Example 1: Current Backlog = \$3,500,000; Largest Job Completed = \$1,750,000;
 $\$3,500,000 + \$1,750,000 = \$5,250,000 \times 1.5 = \$7,875,000$)

(Example 2: Current Backlog = \$2,000,000; Largest Job Completed = \$1,000,000;
 $\$2,000,000 + \$1,000,000 = \$3,000,000 \times 1.5 = \$4,500,000$)

Step Two:

If the step one value above is less than the 3 year average of the sum of “annual dollar amounts” listed in (2.a.(1)) divided by 3 and then multiplied by 1.5, then proceed to the table below for applicable points. If the step one value above is greater than the 3 year average of the sum of “annual dollar amounts” listed in (2.a.(1)) divided by 3 and then multiplied by 1.5, then give 0 points

If “current backlog dollar amount plus largest job completed x 1.5” divided by the 3 year average of the sum of “annual dollar amounts” x 1.5 is greater than 0% and less than 20% then give 5 points

If “current backlog dollar amount plus largest job completed x 1.5” divided by the 3 year average of the sum of “annual dollar amounts” x 1.5 is between 20% and 40% then give 4 points

If “current backlog dollar amount plus largest job completed x 1.5” divided by the 3 year average of the sum of “annual dollar amounts” x 1.5 is between 40% and 60% then give 3 points

If “current backlog dollar amount plus largest job completed x 1.5” divided by the 3 year average of the sum of “annual dollar amounts” x 1.5 is between 60% and 80% then give 2 points

If “current backlog dollar amount plus largest job completed x 1.5” divided by the 3 year average of the sum of “annual dollar amounts” x 1.5 is between 80% and 100% then give 1 points

If “current backlog dollar amount plus largest job completed x 1.5” is greater than the 3 year average of the sum of “annual dollar amounts” x 1.5, then give 0 points

(Example 1: 1st Year Annual Dollar Volume = \$5,000,000
 2nd Year Annual Dollar Volume = \$4,500,000
 3rd Year Annual Dollar Volume = \$6,000,000
 Total: \$15,500,000

$\$15,500,000 / 3 = \$5,166,666 \times 1.5 = \$7,750,000$

Points Scored: $\$7,875,000 > \$7,750,000 = 0$ points

(Example 2: 1st Year Annual Dollar Volume = \$4,000,000
 2nd Year Annual Dollar Volume = \$4,500,000
 3rd Year Annual Dollar Volume = \$5,000,000
 Total: \$13,000,000

$\$13,000,000 / 3 = \$4,333,333 \times 1.5 = \$6,500,000$

Points Scored: $\$4,500,000 < \$6,500,000 =$ Proceed to Table
 $\$4,500,000 / \$6,500,000 = 69\%$ or 2 points

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2. a. (5) List the three largest contracts currently under contract or in progress, including the name of the project and owner, architect and/or GC/CMR with contact information below.

#1 –Project Name	(In addition to project information and at a minimum, list out entity who is providing your reference below)
Description of Work Performed	
Contract Delivery Method (CM/GC)?	
Owner Name/ Representative	
Owner Address/Phone #/Email	
Architect Name/Representative	
Architect Address/Phone #/Email	
GC or CM Name/Representative	
GC or CM Address/Phone #/Email	
Contract Dollar Value	
Percentage Complete	
Current Anticipated Completion Date	

#2 –Project Name	(In addition to project information and at a minimum, list out entity who is providing your reference below)
Description of Work Performed	
Contract Delivery Method (CM/GC)?	
Owner Name/ Representative	
Owner Address/Phone #/Email	
Architect Name/Representative	
Architect Address/Phone #/Email	
GC or CM Name/Representative	
GC or CM Address/Phone #/Email	
Contract Dollar Value	
Percentage Complete	
Current Anticipated Completion Date	

#3 –Project Name	(In addition to project information and at a minimum, list out entity who is providing your reference below)
Description of Work Performed	
Contract Delivery Method (CM/GC)?	

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Owner Name/ Representative	
Owner Address/Phone #/Email	
Architect Name/Representative	
Architect Address/Phone #/Email	
GC or CM Name/Representative	
GC or CM Address/Phone #/Email	
Contract Dollar Value	
Percentage Complete	
Current Anticipated Completion Date	

[Matrix: 0-5 points for each project listed, total of 15 points. For each project above, give 5 points for a positive reference from either the owner, architect or GC/CMR. Positive reference can be in the form of a written reference accompanied with this application from the designated entity (owner, architect or GC/CMR) or through verification by CM following submission of application. CM will attempt to reach out to each reference above in written form and failure of the entity to respond back to the CM's written inquiry (either written or oral) within five (5) business days will result in forfeiture of points applicable to the given entity. If reference is obtained verbally, CM will document conversation for the record.]

2. b. (1) Has your company ever failed to complete work awarded (under contract) to it? Yes No If yes, please provide project name(s), year(s), and reason why: _____

[Matrix: 0-5 points. If company has never failed to complete work it has been awarded then give 5 points; if the company has failed to complete one (1) project it has been awarded then give 2 points; if the company has failed to complete two (2) or more projects it has been awarded then give 0 points.]

2. b. (2) Have you ever paid liquidated damages on any project? Yes No If yes, state the project name(s), year(s), and reason why. _____

[Matrix: 0-3 points. If company has never paid liquidated damages on any of its projects then give 3 points; if the company has paid liquidated damages on only one project then give 2 points; if the company has paid liquidated damages on only two (2) projects then give 1 point; if the company has paid liquidated damages on three or more projects then give 0 points.]

2. b. (3) Has your present company, its officers, owners, or agents ever been convicted of charges relating to conflicts of interest, bribery, or bid-rigging? Yes No If yes, state the project name(s), year(s), and reason why. _____

[Matrix: 0 -3 points. If "Yes," give 0 points. If "No," give 3 points.]

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2. b. (4) Has your present company, its officers, owners, or agents ever been barred from bidding public work in North Carolina? Yes No If yes, state the project name(s), year(s), case number and reason why. _____

[Matrix: 0 - 3 points. If "Yes," give 0 points. If "No," give 3 points.]

Safety Record

2. c. List your company's Experience Modification Rate (EMR) for past three years. (Attach OSHA 300 Log for the last 3 years.) Have you attached OSHA 300 log? Yes No

_____ Present Rate _____ Last Rate _____ Year before rate

If these rates reflect corporate performance over a number of locations, please explain, to the extent possible, the performance experience of the location serving this project: _____

List any OSHA fines and Jobsite fatalities in the past 3 years with an explanation: _____

[Matrix: 0-5 points. If company has EMR rating less than or equal to 1 then give 5 points; if the company has EMR rating greater than 1 and less than 1.10 then give 3 points; if the company has EMR rating greater than 1.10 then give 0 points.]

Historically Underutilized Business (HUB) Plan

2. d. Does the company currently have a documented plan for engaging subcontractor participation from Historically Underutilized Businesses? Yes No If yes, please attach your company's HUB plan.

[Matrix: 0-3 points. If company has a current documented plan give 3 points. If not, give 0 points.]

2. e. What has been your company's typical percentage level of Historically Underutilized Business participation for similar projects in North Carolina for the past 5 years? _____%

List the HUB participation you provided in three "similar" projects cited in Section 3. e. as defined below, including name, percentage achieved and CM/GC/Owner representative's name and telephone number.

Project Name	HUB %	CM/GC/Owner's Rep	Contact Phone #

[Matrix: 0-3 points, 3 points total. If information provided for each project, give 1 point per project. If information is not provided per project, give 0 points per project. To get points, not all HUB % listed needs to be over 10%]

Litigation/Claims

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2. f. (1) Has your company been involved in any judgments, claims, arbitration or mediation proceedings, or suits within the last five years, whether resolved or still pending resolution? Yes No If yes, state the project name(s), year(s), case number and reason why: _____

[Matrix: 0-5 points. If "Yes," with no explanation given then give 0 points; if "Yes" with an explanation given or "No" then give 5 points]

2. f. (2) Are there currently any judgments, claims, arbitration or mediation proceedings or suits pending or outstanding against your company, its officers, owners, or agents? Yes No If yes, state the project name(s), year(s), case number and reason why: _____

[Matrix: 0-5 points. If "Yes," with no explanation given then give 0 points; if "Yes" with an explanation given or "No" then give 5 points]

SECTION 3. PROJECT SPECIFICS

3.a. The assigned project superintendent for this project shall be: _____
 Include a resume. Have you included a resume? Yes No

[Matrix: 0-2 points. If resume included, give 2 points. If not, give 0 points.]

3.b. The experience this superintendent has on this specific type of project is: ___ 0-2 ___ 3-4 ___ 5-10 ___ >10 years.

[Matrix: 0-5 points. If 0-2 years give 1 pt, 3-4 years give 2 pts, 5-10 years give 4 pts, >10 years give 5 pts.]

3.c. The assigned project manager for this project shall be _____
 Include a resume. Have you included a resume? Yes No

[Matrix: 0-2 points. If resume included, give 2 points. If not, give 0 points.]

3.d. The experience this project manager has on this specific type of project is: ___ 0-2 ___ 3-4 ___ 5-10 ___ >10 years.

[Matrix: 0-5 points. If 0-2 years give 1 pt, 3-4 years give 2 pts, 5-10 years give 4 pts, >10 years give 5 pts.]

Similar Projects

3.e. List three (3) current or completed projects of similar type which most closely reflects the size and complexity of the type of work being requested for the currently proposed project within the last 5 years.

#1 –Similar - Project Name	(In addition to project information and at a minimum, list out entity who is providing your reference below)
Description of Work Performed	
Contract Delivery Method (CM/GC)?	
Owner Name/ Representative	

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Owner Address/Phone #/Email	
Architect Name/Representative	
Architect Address/Phone #/Email	
GC or CM Name/Representative	
GC or CM Address/Phone #/Email	
Contract Dollar Value	
Percentage Complete	
Current Anticipated Completion Date	
MWBE Percentage Achieved	
#2 –Similar - Project Name	(In addition to project information and at a minimum, list out entity who is providing your reference below)
Description of Work Performed	
Contract Delivery Method (CM/GC)?	
Owner Name/ Representative	
Owner Address/Phone #/Email	
Architect Name/Representative	
Architect Address/Phone #/Email	
GC or CM Name/Representative	
GC or CM Address/Phone #/Email	
Contract Dollar Value	
Percentage Complete	
Current Anticipated Completion Date	
MWBE Percentage Achieved	
#3 –Similar - Project Name	(In addition to project information and at a minimum, list out entity who is providing your reference below)
Description of Work Performed	
Contract Delivery Method (CM/GC)?	
Owner Name/ Representative	
Owner Address/Phone #/Email	
Architect Name/Representative	
Architect Address/Phone #/Email	

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GC or CM Name/Representative	
GC or CM Address/Phone #/Email	
Contract Dollar Value	
Percentage Complete	
Current Anticipated Completion Date	
MWBE Percentage Achieved	

[Matrix: 0-5 points for each project listed, total of 15 points. For each project above, give 5 points for a positive reference from either the owner, architect or GC/CMR. Positive reference can be in the form of a written reference accompanied with this application from designated entity (owner, architect or GC/CMR) or through verification by CM following submission of application. CM will attempt to reach out to each reference above in written form and failure of the entity to respond back to the CM's written inquiry (either written or oral) within five (5) business days will result in forfeiture of points applicable to the given entity. If reference is obtained verbally, CM will document conversation for the record.]

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SECTION 4. SIGNATURE (MINIMUM REQUIREMENT)

By signing this document, you are acknowledging that all answers are true to the best of your knowledge. Any answers found to be falsified will bar you from being prequalified on this project.

Company Name (as licensed in NC)

Physical Address

Mailing Address

a. Dated this day of: _____

Submitted by: _____

Signature By Authorized Officer

Print Title of Authorized Officer

Phone: _____

Contact person's phone number

E-mail: _____

Contact person's E-mail address

b. Notary Certification:

North Carolina

_____ County

I, a Notary Public of the County and State aforesaid, certify that _____, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official seal, this the _____ day of _____, 20____.

Official Notary Seal or Stamp

Signature of Notary Public

My commission expires _____, 20____

[Matrix: If signature section is NOT fully executed with notary, proposal is non-responsive and will not be considered for pre-qualification.]

Appendix (attachments)

- A. Sample Parent Guarantee Letter
- B. Sample Surety Letter
- C. Sample Certificate of Insurance (COI)

APPENDIX A.

July 25, 2013

Samet Corporation
309 Gallimore Dairy Rd
Greensboro, NC 27409

Re: Trade Qualification
Company Name
Parent Company Performance Guarantee

Dear Samet Corporation:

At the request of _____ (hereinafter "Subcontractor") and in consideration of the execution of a written Agreement between Subcontractor and Samet _____ (hereinafter "Guarantor") for value received and intending to be legally bound hereby, agrees that in the event Subcontractor shall default or otherwise fail to perform the Agreement and all modifications thereto in accordance with the terms and conditions thereof, Guarantor, upon written notice from Samet, will remedy such default or failure to perform and shall complete the Work in accordance with the terms of the Agreement and all modifications thereto, including, without limitation, all guaranty, warranty and/or maintenance obligations of the Subcontractor thereunder.

This undertaking shall be for the sole benefit of Samet Corporation, its successors and assigns.

Signature – Guarantor Entity (_____)

Print Name

Title

APPENDIX B.

[AGENCY LETTERHEAD]

[DATE]

Samet Corporation,
309 Gallimore Dairy Rd., Suite 102
Greensboro, NC 27409

Re: [SUBCONTRACTOR/SUPPLIER]

To Whom It May Concern:

It has been the privilege of [AGENCY] and [SURETY COMPANY] to provide surety bonds on behalf of [SUBCONTRACTOR/SUPPLIER] for over [NUMBER] years, during which time [SUBCONTRACTOR] has performed and we have issued performance and payment bonds for contracts valued in the range of [DOLLAR AMOUNT]. In our opinion, [SUBCONTRACTOR/SUPPLIER] remains properly financed, well equipped, and capably managed.

At the present time, [SURETY COMPANY] provides a [DOLLAR AMOUNT] single project / [DOLLAR AMOUNT] aggregate surety program to [SUBCONTRACTOR/VENDOR]. As always, [SURETY COMPANY] reserves the right to perform normal underwriting at the time of any bond request, including, without limitation, prior review and approval of relevant contract documents, bond forms, and project financing. We assume no liability to Samet Corporation / SRS, Inc. a Joint Venture or its affiliates if for any reason we do not execute such bonds.

[SURETY COMPANY] is listed on the U.S. Treasury Department's Listing of Approved Sureties (Department Circular 570), and is rated [GRADE] ([FINANCIAL SIZE CATEGORY]) by A.M. Best Company.

Very truly yours,
[SURETY COMPANY]

By: _____
[Name of Producer], Attorney-in-Fact



It is only a sample. The Minimum Coverages shown below are just that. You must verify against and meet any Project Specific requirements. All other below Check boxes are required unless otherwise noted. **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)
Current Date

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY STATE OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT REPRESENT THE CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

APPENDIX C

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Subcontractor's Insurance Agency Name and Address	CONTACT NAME:	
	PHONE (A/C, No. Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Insurance Company's Name(s)		
INSURER B: "		
INSURER C: "		
INSURER D: "		
INSURER E: "		
INSURER F: "		

INSURED
Subcontractor's Name
Address
City, State, Zip
NOTE: Must match the name on Subcontract/PO

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			Policy Numbers Required for each type of Insurance Coverage	Current Policy Date	Current Policy Date	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			"Occur" box Must be Checked "Project" box Must be Checked			
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS			SCHEDULED AUTOS NON-OWNED AUTOS			COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB EXCESS LIAB			OCCUR CLAIMS-MADE			Each Occurrence \$ Aggregate \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			Y/N N			PER STATUTE OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liability						Per Claim: \$1,000,000 Aggregate: \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Certificate Holder, Owner and all other parties as required by Contract are Additional Insured on a Primary & non-Contributory basis which includes "your work". A Waiver of Subrogation in favor of Holder is provided on all policies scheduled above. A 30-day cancellation notice must be provided by endorsement.
NOTE: Additional Insured endorsement must include On-Going & Completed Operations coverage. A copy of all endorsements is required.

CERTIFICATE HOLDER Samet Corporation and all of it's Affiliates and Joint Venture partners.	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Agent Signature Required

Samet Corporation-Prequalification Ratings Matrix for First-Tier Subcontractors

Date: _____
 Project Name: _____
 Project #: _____

Form #	Description	Completed	yes / no / n/a							
1	Contractor Name									
2	Contractor Name									
3	Contractor Name									
4	Contractor Name									
5	Contractor Name									
6	Contractor Name									
7	Contractor Name									
8	Contractor Name									

Form #	Description	Completed	yes / no / n/a							
3. PROJECT SPECIFIC REQUIREMENTS		Max Pts								
3.a.	Project Superintendent included resume	2								
3.b.	Superintendent Experience	5								
3.c.	Project Manager included resume	2								
3.d.	Project Manager Experience	5								
3.e.(1)	Similar Project Information 1	5								
3.e.(2)	Similar Project Information 2	5								
3.e.(3)	Similar Project Information 3	5								
	Subtotal	29	0	0	0	0	0	0	0	0
TOTAL POINTS		100	0	0	0	0	0	0	0	0

All scores 70 and above will be prequalified.