

# STATE OF TENNESSEE

Real Estate Asset Management

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## Construction Services Agreement Between Owner and Construction Manager / General Contractor

where the Basis of Payment is a  
GUARANTEED MAXIMUM PRICE

Use only with the coordinated documents identified in the current  
**Designers' Manual**  
for projects of the State Building Commission of Tennessee

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### AGREEMENT

made as of the                      day of                      in the year of Two Thousand Fourteen

**BETWEEN** the Owner: STATE OF TENNESSEE, Department of General Services

and the Contractor:

the Project:

''  
**SBC Project No.**

the Designer:

,

The Owner and the CM / GC agree as set forth below.

**00 52 23-1**

**ARTICLE 1**  
**THE WORK AND THE CONTRACT DOCUMENTS**

- 1.1** The Construction Manager / General Contractor shall perform all the Work required by the Contract Documents for the Project identified on page one.
- 1.2** The Contract Documents include the Master Contract and the Individual Contract elements of the Contract Documents identified below in Paragraph 1.4. These form the Contract and together constitute the entire agreement between the Owner and the Contractor, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in Paragraph 1.4.
- 1.3** Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.
- 1.4** The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

**The Construction Manager / General Contractor (CM/GC) Master Contract**

Dated \_\_\_\_\_ between the State of Tennessee, Department of General Services and for the project titled:

,,  
**SBC Project No.**

**This Agreement**

**Conditions of the Contract:**

AIA 1997 Edition A201 General Conditions dec 07 OFD 007223 CM/GC as modified (48 pages)  
STREAM September 2012 Std LF 007315 Supplementary Conditions (2 pages)

**Specifications**

**Drawings**, dated \_\_\_\_\_, as identified in the Project Manual

The portions of the following addenda as pertain to the documents listed above:

**Scope of Services and Deliverables**

Document dated \_\_\_\_\_

**00 52 23-2**

Standard Bidding and Construction Documents applicable to the CM/GC's Work that are included in the Owner's Designers' Manual:

00 38 60.....	Disqualified Contractors and Subcontractors
00 54 33.....	ACH form
00 54 35.....	Substitute W-9 form
00 61 13.....	Contract Bond
01 21 19.....	Allowances
01 22 13.....	Unit Prices
01 26 00.....	Contract Modification Procedures
01 26 10	CM / GC – GMP Contingency and Owner Reserve Procedures
01 26 20.....	Weather Delays
01 26 39	Form For Field Order
01 26 40.....	Form for Amendment, Change Order or Directive
01 26 50.....	Cost Itemization Form
01 29 73.....	Schedule of Values
01 29 76.....	Payment Procedures
01 29 76.13...	Attestation of Personnel Used in Contract Performance
01 31 13.91...	Commissioning Coordination
01 31 19.....	Project Meetings
01 31 90.....	Administrative Logs
01 32 13	Scheduling of Work
01 32 16	Progress Schedules and Reports
01 33 91.....	Commissioning Submittals
01 41 15.....	Basic Regulatory Requirements
01 43 25.....	Testing Laboratory Services
01 52 25	Owner's Field Offices
01 62 25.....	Product Options and Substitutions
01 62 32.....	Substitution Request Form
01 77 70.....	Closeout Procedures
01 77 70.91...	Contract Commissioning Closeout
01 78 21G.....	Closeout Submittals (detailed Example)
01 78 88.....	Report of Subcontractors and Suppliers
01 79 13.....	Demonstration and Training

The Owner's Designers Manual can be accessed at  
<http://tn.gov/generalserv/psm/rpa/designermanual07.shtml>  
or a hard copy can be requested through the Owner.

**ARTICLE 2**  
**TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

**2.1** The Work to be performed under this Contract shall be commenced on the date stipulated in the Notice to Proceed;  
and, subject to authorized adjustments, Substantial Completion shall be achieved for the work and each Phase thereof in accordance with the number of calendar days Contract Time allotted each, from and including the Commencement of each, wholly and severally for the Work of each Phase.

\_\_\_\_\_ **Calendar Days From the Notice to Proceed for the Work.**

**2.2** Liquidated Damages, as set forth in paragraph 9.12 of the General Conditions, are  
\_\_\_\_\_ **Per Calendar Day**

**ARTICLE 3**  
**CONTRACT SUM**

**3.1** The Owner shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, an amount not to exceed the Guaranteed Maximum Price, also referred to as the "Contract Sum", of

**3.2** The Guaranteed Maximum Price (GMP) is determined as follows:

Trade Contracts:	\$
General Conditions Budget:	\$
CM / GC Contingency:	\$
CM / GC Construction Services Fixed Fee:	\$
Project Related Cost	\$
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Guarantee Maximum Price:	\$

**3.3** Unit Prices will be used as specified.

This instrument may be executed in one or more counterparts. It shall be fully executed when each party whose signature is required has signed at least one (1) counterpart, even though no one (1) counterpart contains the signatures of all the parties to this instrument. Electronic, scanned or facsimile signatures shall have the same force and effect as original signatures. This Agreement entered into as of the day and year first written above as witnessed::

**BY CONSTRUCTION MANAGER /  
GENERAL CONTRACTOR:**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**AND BY OWNER:     STATE OF TENNESSEE  
                          Department of General Services**

**APPROVED:** \_\_\_\_\_  
                  Peter L. Heimbach, Jr., State Architect

**APPROVED:** \_\_\_\_\_  
                  Robert E. Oglesby, Commissioner  
                  Department of General Services

**APPROVED:** \_\_\_\_\_  
                  Justin P. Wilson, Comptroller of the Treasury  
                  for compliance with policy and statute

**APPROVED:** \_\_\_\_\_  
                  Robert E. Cooper, Jr., Attorney General  
                  for form and legality

**END of AGREEMENT FORM** for the Project titled:

’,  
**SBC Project No.**

**00 52 23-5**