

AGREEMENT BETWEEN
OWNER AND CONSTRUCTION MANAGER FOR MINOR PROJECTS

THIS AGREEMENT

made this _____ day of _____, 20__ between Florida Atlantic University Board of Trustees (Owner),
and _____, Federal I.D. No. _____, ("Construction Manager"), for Man9FPt.es.

ARTICLE 1

The Construction Team and Extent of Agreement

1.1 The Construction Manager agrees to furnish its best skill and judgment and to cooperate with the Architect/Engineer, where applicable, in furthering the interests of the Owner. The Construction Manager agrees to furnish efficient business administration and superintendence and to use its best efforts to complete the Projen16 Twgn T*-.0001 Tc.0974 Tw[1.3)-6(Exte)6.6(nt of Agreem)11.3(e Construction Manager not reach a written agreement on anySub-project, the Owner reserv es the right to cease negotiations with

(other than those pertaining to the Work performed under this Agreement). In the event the Owner requests recommended adjustments to the Work, the Construction Manager shall then recommend adjustments to the Work through value engineering. The Construction Team will discuss and negotiate these recommendations for no more than 30 calendar day, unless an extension is granted in writing by the Owner. If an acceptable GMP is

shall the Construction Manager be entitled to compensation in excess of the adjusted Guaranteed Maximum Price. The Construction Manager shall require accurate daily records of all costs of the required acceleration and shall secure the Owner's approval of such records.

4.3 The Owner shall have the right to occupy or use, any portion of the Work ahead of schedule. If use or occupancy ahead of schedule affects the Cost of the Project or the schedule for the Work, the use or occupancy will be treated as a Change to the Work in accordance with Article 9, herein.

ARTICLE 5
Guaranteed Maximum Price

5.1 The "Guaranteed Maximum Price" (GMP) includes Cost of the Work required by the Contract Documents for each Sub-project, and the Construction Manager's fee as defined in Paragraph

6.1.2 During the construction phase, upon acceptance of the GMP, which includes the Construction Manager's lump sum Manepo

6.3.1 Adjustment due to Changes in the Work shall be made as described in the Conditions of the Contract.

6.3.2 For delay in the Work caused by the Owner, the Construction Manager shall be entitled to additional fee to compensate the Construction Manager for its increased expenses. The amount of this increased fee shall be calculated at a daily rate derived by dividing the basic fee, excluding profit, by the Contract Time established in the Contract Documents.

6.4 The Construction Manager's fee shall be calculated for each Sub-project based on the Cost of the Work in accordance with the following guidelines:

12.3 The Construction Manager agrees that after completion of all Work for each Sub-project and all Amendments thereto and prior to final payment, it will execute and deliver to the Owner an "Assignment of Anti-trust Claims" as shown in the Special Conditions of the Contract.

12.3.1 The Construction Manager agrees that prior to final payment, it will cause each of its suppliers and Trade Contractor who

IN WITNESS WHEREOF, the parties have affixed their signatures, effective on the date first written above.

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