

# Standard Form of Agreement Between Owner and Construction Manager

where the Construction Manager is NOT a Constructor

## 1992 EDITION

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.

This document is intended to be used in conjunction with the 1992 editions of AIA Documents B141/CMa, A101/CMa and A201/CMa.

## AGREEMENT

made as of the \_\_\_\_\_ day of June in the year of

(In words, indicate day, month and year.)

Two Thousand Twelve

**BETWEEN** the Owner: Elizabethtown Independent Schools  
(Name and address) 219 Helm St  
Elizabethtown, KY 42701

and the Construction Manager: Jenkins-Essex Construction, Inc  
(Name and address) 136 Howell Drive  
Elizabethtown, KY 42701

for the following Project: Elizabethtown High School Athletic Complex  
(Include detailed description of Project, location, address and scope.) 620 N. Mulberry St  
Elizabethtown, KY 42701

The Architect is: 5253 Design Group  
(Name and address) 654 S. Shelby St. Suite 302  
Louisville, KY 40202

The Owner and Construction Manager agree as set forth below.

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**ARTICLE 13**  
**BASIS OF COMPENSATION**

The Owner shall compensate the Construction Manager as follows:

**13.1** AN INITIAL PAYMENT of Zero Dollars (\$ -0- ) shall be made upon execution of this Agreement and credited to the Owner's account at final payment.

**13.2 BASIC COMPENSATION**

**13.2.1** FOR BASIC SERVICES, as described in Article 2, and any other services included in Article 14 as part of Basic Services, Basic Compensation shall be computed as follows:

For Pre-Construction Phase Services: Twenty-two thousand dollars and no cents (\$22,000.00)

*(Insert basis of compensation, including stipulated sums, multiples or percentages.)*

to be billed at completion of Pre-Construction Phase and deemed fully earned and payable regardless of decision to proceed with Construction Phase

For Construction Phase Services: The Construction Manager shall be compensated for Construction Phase

*(Insert basis of compensation, including stipulated sums, multiples or percentages.)*

Services at the rate of Four and One Half percent (4.5%) times the cost of construction at bidding to include any alternates accepted less the amount of Pre-Construction Phase Basic Services (\$22,000.00)

**13.3 COMPENSATION FOR ADDITIONAL SERVICES**

**13.3.1** FOR ADDITIONAL SERVICES OF THE CONSTRUCTION MANAGER, as described in Article 3, and any other services included in Article 14 as Additional Services, compensation shall be computed as follows:

*(Insert basis of compensation, including rates and/or multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply, if necessary.)*

Monthly on-site service fee- Six thousand five hundred and no cents (\$6,500.00) per month during Construction Phase

For Additional Services that may arise during the course of the project, including these described in Article 3, the Owner shall compensate the Construction Manager for Project Manager billed time at a rate of One hundred sixty and no cents (\$160.00) per hour

**13.4 REIMBURSABLE EXPENSES**

**13.4.1** FOR REIMBURSABLE EXPENSES, as described in Paragraph 12.2, and any other items included in Article 14 as Reimbursable Expenses, a multiple of One and fifteen hundredths ( 1.15 ) times the expenses incurred by the Construction Manager and the Construction Manager's employees and consultants in the interest of the Project.

**13.5 ADDITIONAL PROVISIONS**

**13.5.1** IF THE BASIC SERVICES covered by this Agreement have not been completed within thirteen ( 13 ) months of the date hereof, through no fault of the Construction Manager, extension of the Construction Manager's services beyond that time shall be compensated as provided in Subparagraphs 12.3.3 and 13.3.1.

**13.5.2** Payments are due and payable fifteen ( 15 ) days from the date 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 interest agreed upon.)* Prime Interest Rate at Owner's Bank

*(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Construction Manager's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)*

**13.5.3** The rates and multiples set forth for Additional Services shall be annually adjusted in accordance with normal salary review practices of the Construction Manager.



**ARTICLE 14**  
**OTHER CONDITIONS OR SERVICES**

*(Insert descriptions of other services, identify Additional Services included within Basic Compensation and modifications to the payment and compensation terms included in this Agreement.)*

**14.1 Limits on Insurance**

The insurance required by Article 11 shall be written for not less than the following limits, or greater if required by law:

*(Insert the specific dollar amounts for the appropriate insurance limits of liability.)*

Article 11 of Amendment to Standard Agreement Between Owner and Construction Manager Attached and incorporated by reference outlines limits of insurance

**14.2 Amendment to Standard Form of Agreement**

The attached Kentucky Department of Education, Division of Facilities Management, Amendment to Standard Form of Agreement between Owner and Construction Manager shall become an integral part of this contract same as written herein

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

OWNER

*(Signature)*

Gary French, Superintendent  
*(Printed name and title)*

CONSTRUCTION MANAGER

*(Signature)*

R. Gregory Jenkins, President  
*(Printed name and title)*



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