

**COMMONWEALTH OF VIRGINIA
CONTRACT BETWEEN OWNER AND CONSTRUCTION MANAGER AT RISK
For Part 2 – Construction**

This Contract dated this **22 day of March 2024** between **The College of William and Mary in Virginia** ("Owner") and **Name of Contractor** ("Construction Manager", "Contractor", or "CM"), is binding among and between these parties as of the date of the Owner's signature.

RECITALS

1. The parties, their Project representatives, and contact information, including the places for delivery of Notice, are as follows:

Owner: The College of William and Mary in Virginia

Attn: Name, Project Manager

Address: Office of the University Architect
115 Grigsby Drive, Suite "C"

City, State, Zip: Williamsburg, VA, 23185

Telephone: (757) 221-2286

Fax: (757) 221-2473

CM at Risk: Name of Contractor

Attn: Name, President

Address: XXXXXXXXXXX

City, State, Zip: XXXXXXXX, XX XXXXX

Telephone: (XXX) XXX-XXXX

Fax: (XXX) XXX-XXXX

E-mail address: xxx@xxxxxxxxxxx.com

FEIN/SSN: XX-XXXXXX

Virginia Contractor's License #: XXXXXXXX

SCC ID #: XXXXXXXX

eVA#: XXXXXXXX

SWaM #: XXXXXX

Each party shall notify the other party promptly of a new Notice address. Unless and until Notice of the new address is given in the manner required for Notice, a Notice to such party is sufficient if given to the address set forth in Section 1.

2. The Owner contemplates development of the following project ("Project") identified as:

Project Title: XXXXXXX XXXXXXXX

Project Code (PC #): XXX-XXXXXX

General Project Description:

XXXXXXXXXXXX XXXXXXXX.

The Project Code (PC#) indicated above is required to be shown for identification purposes on all Project related material and documents including but not limited to, Notices, Change Orders,

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Submittals, Requests For Information, Request For Quotes, Field Orders, minutes of meetings, correspondence, Schedule of Values and Certificate For Payment (Form CO-12), test report, and related materials.

3. After competitive negotiation pursuant William & Mary's authority to execute this contract is governed by Article 4 under Chapter 10 (§23.1-1004et seq.) of Title 23.1 of the Code of Virginia, the Restructured Higher Education Administrative and Operations Act, effective July 1, 2006, as amended, and the university's Management Agreement with the Commonwealth of Virginia: the university competitively negotiated and chose the Construction Manager to perform the work describe by the Contract Documents for the project.

NOW THEREFORE, in consideration of the Recitals set forth above and which are part of the Contract and good and valuable consideration as set forth below, the parties agree as follows:

1. **STATEMENT OF WORK:** The Construction Manager shall furnish and provide all services, labor, equipment, and materials and perform all Work for the Project in strict accordance with the Contract Documents.
2. **CONTRACT DOCUMENTS:**
 - a. The following documents are incorporated by reference into this Contract as if set forth fully herein:
 1. General Conditions of the Construction Manager "at Risk" Construction Contract (HECO-7CM) dated 5/15;
 2. the Supplemental General Conditions, if any;
 3. the Construction Phase Scope of Services, Attachment "A";
 4. the GMP Proposal submitted by the CM, Revision 2 dated **March 12, 2024**
 5. eVA Vendor Registration Requirements;
 6. The Plans and Specifications, dated **October 27, 2023**, and Addendum #1, dated November 30,2023;
 7. CWM Schedule – NTP- Update, dated **June 1, 2024**.
 - b. The Contract requires the Contractor to use the following standardized forms where applicable to the Work of this Project:
 1. Standard Performance Bond (CO-10);
 2. Standard Labor and Material Payment Bond (CO-10.1);
 3. Workers' Compensation Certificate of Coverage (CO-9a);
 4. Schedule of Values and Certificate for Payment (CO-12);
 5. The Affidavit of Payments of Claims (CO-13);
 6. The Contractor's Certificate of Substantial Completion (CO-13.2a);
 7. Contractor's Certificate of Completion (CO-13.2).
 - c. All time limits stated in the Contract Documents, including but not limited to the Contract Completion Date and Time for Completion of the Work, are of the essence of the Contract.
 - d. The Contract shall be signed by the Owner and the CM in as many original counterparts as may be mutually agreed upon, each of which shall be considered an original.
 - e. Anything called for by one of the Contract Documents and not called for by the others shall be of like effect as if required or called for by all, except that a provision clearly designed to negate or alter a provision contained in one or more of the other Contract Documents shall have the intended effect. Whenever possible, the Contract must be read as a whole with all parts being harmonized so as to avoid conflict. In the event of a conflict between or among the Contract Documents, the precedence of the Contract Documents shall be in the following

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order: the Contract; the Supplemental General Conditions; the General Conditions; the Special Conditions; the Specifications; and the Plans.

f. If any provision of this Contract shall be held invalid by any court of competent jurisdiction, such holding shall not invalidate any other provision.

3. **TIME FOR COMPLETION:** The Work shall be commenced on a date to be specified in the Notice to Proceed from the Owner, the receipt of the earliest Building Permit, or a date mutually agreed to between the Owner and Construction Manager in writing, whichever is latest. Construction Manager shall achieve Substantial Completion of the Work within 000 calendar days of the Date of Commencement or not later than the Contract Completion Date, which is July 1, 2025. Construction Manager shall achieve Final Completion of the Work within 30 days after the date of Substantial Completion of the Work.

4. **STANDARD LABOR AND MATERIAL PAYMENT BOND AND STANDARD PERFORMANCE BOND:**

X Construction Manager shall provide and maintain for the Project a Standard Labor and Material Payment Bond and a Standard Performance Bond meeting the requirements of the VPPA and Section 8 of the General Conditions.

 Construction Manager does not need to provide a Standard Labor and Material Payment Bond or a Standard Performance Bond.

5. **COMPENSATION TO BE PAID TO THE CM:** The Owner agrees to pay, and the Construction Manager agrees to accept as just and adequate compensation for the performance of the work in accordance with the Contract Documents the sum of:

A. The Cost of the Construction Work as defined in the General Conditions:

B. The General Conditions Fee in the amount of:

xxxx hundred xxxxx-xxx thousand xxxxx hundred and 00/100 dollars (\$ 000,000.00)

C. The Insurance and Taxes Fee in an amount up to but not to exceed one-point eighty-two percent (1.82%) of the Cost of the Construction Work:

xxxxxx hundred xxxxx-xxxxxx thousand xxxxx-xxxx and 00/100 dollars (\$ 000,000.00)

D. The Construction Manager's Fee in the amount of:

xxxx hundred xx thousand xxxxx hundred xxxxx and 00/100 dollars (\$ 000,000.00).

In no case shall the total compensation to the Construction Manager exceed the Guaranteed Maximum Price (GMP) of:

xxxxxx million xxx hundred xxxxx-xxx thousand xxxxx-xxx and 00/100 dollars (\$00,000.00.00).

6. **PAYMENTS:**

eVA Vendor and buyW&M Registration: The CM shall be a registered vendor in eVA and buyW&M. See the attached **eVA Vendor Registration Requirements**.

Progress payment requests, invoices, and SWaM Monthly Reports (FPDC website) shall be submitted via email to fpdcap@wm.edu.

*GCPay: Contract payments **may be** made through GCPay. Go to www.dgs.virginia.gov/deb to see the fee schedule and the instructions on how to process pay applications.*

7. OWNER’S RIGHT TO AUDIT:

The Owner may, at its option and at its own expense, audit the Construction Manager’s records related to the Project at any time during the course of the Work or for a period of three (3) years following Final Completion. The CM shall cooperate with the Owner’s auditor and provide the documentation the auditor deems necessary in a timely and organized manner at no additional cost to the Owner. The compensation payable to the Construction Manager is subject to being adjusted based on the results of the audit.

8. AUTHORIZATION TO TRANSACT BUSINESS:

The Construction Manager certifies that, if it is organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership, it is authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law, and shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth of Virginia, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the Contract. The Construction Manager understands and agrees that the Owner may void this Contract if the Construction Manager fails to comply with these provisions.

9. DEBARMENT AND ENJOINMENT:

By signing this Contract, the undersigned on behalf of the Construction Manager, and the Construction Manager certify that this Construction Manager, including any officer, director, partner or owner of the Construction Manager, is not currently barred from bidding on contracts by any Agency of the Commonwealth of Virginia, or any public body or agency of another state, or any agency of the federal government, nor is this Construction Manager a subsidiary or affiliate of any entity that is currently barred from bidding on contracts by any of the same.

10. ALL RISK BUILDER’S RISK INSURANCE

X This Project is **New Construction, Addition, or Major Renovation**. Contractor shall procure and maintain “all-risk” Builder’s Risk insurance as set forth in Section 12 of the General Conditions for a Site which is Contractor controlled during construction.

 This Project is **Limited Renovation**. Contractor shall procure and maintain “all risk” Builder’s Risk insurance as set forth in Section 12 of the General Conditions for Limited Renovation.

IN WITNESS WHEREOF, the parties have executed this Contract on the date set forth beside their respective signatures.

Name of Contractor

**The College of William & Mary
In Virginia**

CONTRACTOR

OWNER

By: _____
(Signature in Ink) (Date)

By: _____
(Signature in Ink) (Date)

Name: XXXXXXXX

Name: Sean Hughes

Title: XXXXXX

Title: Associate Vice President Business Affairs

Attest: _____
(Signature in Ink) (Date)

Attest: _____
(Signature in Ink) (Date)

Print Name

Print Name