**[INSTRUCTIONS FOR COMPLETING THIS FORM ARE HIGHLIGHTED IN YELLOW.**

**RED TEXT: ENTER MISSING DATA, CONFIRM TEXT BY CHANGING TO BLACK TEXT OR DELETE**

**WHEN COMPLETE: DELETE ALL YELLOW HIGHLIGHTED TEXT, RED TEXT & BRACKETS.]**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Appropriation Year(s):\_\_\_\_\_\_\_ | Cost Center:\_\_\_\_\_\_\_ | Object Codes:Fee: \_\_\_\_\_\_\_Reimbursement: \_\_\_\_\_\_\_ | AmountsFee:$\_\_\_\_\_\_\_\_\_Reimbursables:$\_\_\_\_\_\_\_\_\_ | Vendor Number:\_\_\_\_\_\_\_\_\_\_\_ | P.O. Numbers:Fee:\_\_\_\_\_\_\_\_\_\_\_Reimbursables:\_\_\_\_\_\_\_\_\_\_\_ |

**A133-2009 PROJECT ATTACHMENT**

**to**

**Minnesota State Colleges and Universities AIA Document A133–2009**

**Standard Form of Agreement Between Owner and Construction Manager, as Constructor, as amended by the Owner (hereinafter AIA Document A133-2009)**

AGREEMENT effective date and end date**:**

This contract is effective on **[insert date as 00/00/0000]** or upon the date the final required signature is obtained by Minnesota State, whichever occurs later, and shall remain in effect until **[insert date as 00/00/0000, typically 5 years from start date]** or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The CONSTRUCTION MANAGER understands that no work should begin under this contract until all required signatures have been obtained and the CONSTRUCTION MANAGER is notified to begin work by Minnesota State’s authorized representative.

**The Owner:**

The State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of  **[Insert name of College or University, but not a particular campus],** hereinafter referred to as the “Owner”.

Wherever reference is made to “Owner” related to project communications and management, it shall mean Owner, Delegated Project Manager, and Owner’s Project Representative as identified in this Attachment.

**The Construction Manager:**

 **[Insert Legal Name of Firm]**

 **[Insert Street Address]**

 **[Insert City, State, Zip Code]**

Hereinafter referred to as the “Construction Manager,” and (applicable to corporations and partnerships only) the Contractor represents and warrants that it is authorized as a [Insert “corporation” or “partnership”] and duly licensed as a contractor in the State of Minnesota.

**for the following Project:**

 **[Insert Project Name]**

 **[Insert Name of College/University]**

**[Insert Campus Name, if applicable]**

 **[Insert City, MN, Zip Code]**

**The Architect:**

 **[Insert Legal Name of Firm]**

 **[Insert Street Address]**

 **[Insert City, State, Zip Code]**

**The Owner’s Designated Representative is:**

**[Insert Name of Individual]**

**[Insert Individual’s title]**

**The Construction Manager’s Designated Representative is:**

**[Insert Name of Individual]**

**[Insert Individual’s title]**

**The Architect’s Designated Representative is:**

**[Insert Name of Individual]**

**[Insert Individual’s title]**

**The Owner and Construction Manager agree as follows in reference to the A133-2009 Agreement sections as provided below:**

* + 1. Project solicitation and response documents include:

.1 Request for Qualifications and addenda dated [insert 00/00/0000];

.2 Construction Manager’s Response to Request for Qualifications dated [insert 00/00/0000];

.3 Request for Proposal and addenda dated [insert 00/00/0000]; and

.4 Construction Manager’s Response to Request for Proposal dated [insert 00/00/0000].

2.1.3.1 The Owner’s design and construction milestone dates:

[Insert same dates as in A/E’s contract (AIA Document B133) and delete any phases that are completed prior to this contract execution]

.1 Schematic Design completion: [insert 00/00/0000]

.1.1 Formal presentation [delete if not applicable] [insert 00/00/0000]

.2 Design Development completion: [insert 00/00/0000]

.3 Construction Document completion: [insert 00/00/0000]

.4 Guaranteed Maximum Price submittal: [insert 00/00/0000]

.5 Issue Bid Documents: [insert 00/00/0000]

.6 Construction commencement: [insert 00/00/0000]

.7 Substantial Completion date(s): [insert 00/00/0000]

.8 Final Completion date: [insert 00/00/0000]

.9 [Insert other milestone dates if applicable] [insert 00/00/0000]

2.2.2 The Owner’s Budgeted Guaranteed Maximum Price:

**[Insert Dollar Amount in words] DOLLARS ($ [Insert Dollar Amount in numbers])**

4.1.1 Compensation by the Owner for the Construction Manager’s Preconstruction Phase services described in Sections 2.1 and 2.2 shall be:

 **[Insert Dollar Amount in words] DOLLARS ($ [Insert Dollar Amount in numbers])**

4.1.2 Compensation by the Owner for the Construction Manager’s Reimbursable expenses for Preconstruction Phase Services shall be limited to the following items requiring Owner’s prior approval:

 [Note: these items are rare. Delete non-applicable items or insert “None”]

.1 Special travel and subsistence costs per current Commissioner’s Plan (as long as travel time is not also billed as professional service time);

.2 Special reports required by any unique characteristic of the Project;

.3 Special computer studies and videotapes; and

.4 Description of other special expense

Compensation for Reimbursable items shall not exceed:

**[Insert Dollar Amount in words] DOLLARS ($ [Insert Dollar Amount in numbers]).**

4.1.3Total compensation by the Owner for Preconstruction Phase Services and reimbursable expenses shall not exceed:

**[Insert Dollar Amount in words] DOLLARS ($ [Insert Dollar Amount in numbers]).**

5.1.1 The Construction Manager’s Fee shall be based on a Percentage of the Cost of the Work as follows:

**[Insert percentage number] Percent of the Cost of the Work**

11.6 Other Provisions:

 [Insert text or Not Applicable]

[WHEN FINALIZING DOCUMENT, FORMAT DOCUMENT SO THE ENTIRE SIGNATURE PAGE REMAINS ON THE LAST PAGE]

**Signatures:** (Sign and date at the appropriate signature line below)

In witness whereof, the Owner has caused this Agreement to be duly executed on its behalf and the Construction Manager has caused the same to be duly executed on its behalf.

**1. CONSTRUCTION MANAGER: [INSERT NAME OF CONSTRUCTION MANAGER FIRM]**

Construction Manager certifies that the appropriate person(s) have executed the contract on behalf of Construction Manager as required by applicable articles, by-laws, resolutions, or ordinances.

|  |
| --- |
| By (authorized signature and printed name) |
| Title |
| Date |

**2. VERIFIED AS TO ENCUMBRANCE: [INSERT NAME OF COLLEGE/UNIVERSITY]**

When the agreement is processed in e-Builder, the encumbrance is incorporated into the workflow.

**3. MINNESOTA STATE: [INSERT NAME OF COLLEGE/UNIVERSITY]**

|  |
| --- |
| By (authorized signature and printed name) |
| Title |
| Date |

[Recommended that #3 & #4 are different individuals]

**4. AS TO FORM AND EXECUTION: [INSERT NAME OF COLLEGE/UNIVERSITY]**

|  |
| --- |
| By (authorized signature and printed name) |
| Title |
| Date |