



Discovery Health Sciences Foundation, Inc.  
Request for Qualifications for Construction Management at Risk  
Addendum #3  
February 17, 2022

**PROJECT:** Discovery Schools Arts and Athletic Performance Center

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This addendum includes the draft AIA A133-2019 Standard Form of Agreement Between Owner and Construction Manager as Constructor for Preconstruction Services Only. See attachment.

END OF ADDENDUM #3

# DRAFT AIA® Document A133™ – 2019

## Standard Form of Agreement Between Owner and Construction Manager as Constructor for Preconstruction Services Only

AGREEMENT made as of the « » day of « » in the year «2022 »  
(In words, indicate day, month, and year.)

BETWEEN the Owner:  
(Name, legal status, address, and other information)

Discovery Health Sciences Foundation, Inc.  
3837 Loyola Drive  
Kenner, Louisiana 70065

and the Construction Manager:  
(Name, legal status, address, and other information)

To Be Determined

« »  
« »  
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for the following Project:  
(Name, location, and detailed description)

New Arts and Athletic Performance Center  
Kenner Discovery Health Sciences Academy  
3837 Loyola Drive  
Kenner, Louisiana 70065

The Architect:  
(Name, legal status, address, and other information)

Sizeler Thompson Brown Architects  
300 Lafayette Street, Suite 200  
New Orleans, Louisiana 70130

The Owner and Construction Manager agree as follows.

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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EXHIBIT A REQUEST FOR QUALIFICATIONS FOR CONSTRUCTION MANAGEMENT AT RISK (CMAR)

EXHIBIT B DESIGN DEVELOPMENT DOCUMENTS

### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

In accordance with La. Rev. Stat. Ann. § 2225.2.4. G, the Owner and the Architect, in consultation with the Construction Manager shall proceed with design services. The Owner shall obtain an opinion of probable costs of the Project from both the Construction Manager and the Architect when the final design of the Project is not more than sixty percent (60%) complete, and again when final design of the Project is not more than ninety percent (90%) complete. The Construction Manager shall provide the Owner with a Guaranteed Maximum Price ("GMP") for construction of the Project, before or upon completion of the final design. The Construction Manager will work with the Owner, the Owner's Representative, and the Architect to complete a comprehensive set of construction documents. The Construction Manager will participate in preconstruction efforts including, but not limited to, the following activities: preconstruction phase schedule development; 100% design development cost estimate and preliminary construction schedule; preconstruction phase meetings; construction document cost estimates and anticipated construction schedules; and GMP development. The requisite preconstruction phase efforts are further defined in the Owner's Request for Qualification for Construction Management at Risk (the "RFQ") which is attached hereto as Exhibit C.

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

The Construction Management at Risk ("CMAR") procurement method will be utilized for the construction of a new arts and athletic performance center adjacent to existing the Kenner Discovery Health Sciences Academy located at 3837 Loyola Drive, Kenner, Louisiana. This center will be approximately 28,000 square feet and the Design Development Documents which were attached to the RFQ are incorporated into this Standard Form Agreement Between Owner and Construction Manager as Constructor for Preconstruction Services Only (the "Contract") as Exhibit B.

The building's construction is anticipated to be a pre-engineered metal building system for the main event space with load-bearing, concrete masonry units and steel bar joists at the lower, perimeter adjoining spaces. The building will have a timber/concrete, composite pile-supported, concrete foundation. The mechanical system will consist of package DX rooftop units, a VRF heat recovery system and small split-type, dedicated outside air system. Lighting will be LED throughout, with dimmable high bay fixtures in the main event space. The exterior materials will be ribbed, concrete masonry units to complement the existing precast concrete panels of the existing school, pre-finished metal wall panels to match school library deck and aluminum storefront windows and entrances. Roofing will be built-up roofing over metal deck at the perimeter low roof areas and built-up roofing over acoustical metal decking at the high roof above the main event space. Site features will include prefinished, aluminum canopy additions to connect to the existing school and modular campus canopies, aluminum fence and gates, and landscaping to complement existing school campus landscaping.

§ 1.1.3 The Owner's estimated budget for the Project.

The Owner's estimated budget for this Project is approximately \$7,000,000.00 - \$7,500,000.00.

§ 1.1.4 The Owner identifies the following representative in accordance with Section 4.2:  
(List name, address, and other contact information.)

Rachelle Albright  
Albright Management Strategies, LLC  
234 Beverly Drive  
Metairie, Louisiana 70001  
Telephone: (504) 416-0890  
E-mail: rachelle@amsmgt.com

§ 1.1.5 The Owner shall retain the following consultants and contractors:  
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

.2 Civil Engineer:

Schrenk Endom & Flanagan, LLC  
4277 Bienville Avenue  
New Orleans, Louisiana 70119  
Lead Engineer, Ryan Flanagan, P.E. »« »

.3 Other, if any:

(List any other consultants retained by the Owner, such as a Project or Program Manager.)

Structural Engineer:  
Schrenk Endom & Flanagan, LLC  
4277 Bienville Avenue  
New Orleans, Louisiana 70119  
Lead Engineer, John Endom, P.E.

Mechanical Engineer and Electrical Engineer:  
Moses Engineers, Inc.  
909 Poydras Street  
New Orleans, Louisiana 70112  
Lead Engineer, Lenny Zimmerman, P.E.

The Owner reserves the right to retain consultants as it deems appropriate

§ 1.1.6 The Architect's representative:  
(List name, address, and other contact information.)

Brian Faucheux  
Sizeler Thompson Brown Architects  
300 Lafayette Street, Suite 200  
New Orleans, Louisiana 70130  
Telephone: (504) 523-6472, Extension 237  
E-mail: bfaucheux@sizeler.com

§ 1.1.7 The Construction Manager identifies the following representative in accordance with Article 3:  
(List name, address, and other contact information.)

«To Be Determined »

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<< >>

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

## ARTICLE 2 GENERAL PROVISIONS

### § 2.1 The Contract Documents

The Contract Documents consist of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, another contract will be executed between the parties for the Construction phase of the Project. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

### § 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect, the Owner's Representative, and the Owner's other consultants and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.2.1 The Project Team. The Construction Manager, the Owner, the Owner's Representative, the Owner's Consultants, and the Architect shall be referred to as the "Project Team".

§ 2.2.2 Key Personnel of Construction Manager. The parties agree and acknowledge that the following personnel are key to the Project and shall not be substituted or changed without the Owner's prior written approval.

Project Executive:

Project Manager:

Project Superintendent:

§ 2.2.2.1 Owner may request Construction Manager change a member of the Construction Manager's key personnel and the Construction Manager will comply with the Owner's request where reasonable.

### § 2.3 Schedule

§2.3.1 Completion of the preconstruction phase shall mean the completion of the preconstruction phase efforts as outlined in the attached Exhibit A, as amended, culminating in Drawings and Specifications sufficient to submit to the applicable governmental agencies for permitting preconstruction phase schedule development and the submission of the Guaranteed Maximum Price by the Construction Manager. If the Guaranteed Maximum Price is accepted by the Owner, the Owner and the Construction Manager shall establish a fixed date of Substantial Completion.

## ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2 below.

### § 3.1 Preconstruction Phase

In accordance with La. Rev. Stat. Ann. § 38:2225.2.4G, after award and execution of the Contract, the Architect and the Construction Manager shall proceed with design services. The Owner shall obtain an opinion on the probable cost of the Project from both the Construction Manager and the Architect when the final design of the Project is not more than sixty percent (60%) complete and again when final design of the Project is not more than ninety percent (90%) complete. The Construction Manager shall provide the Owner with the GMP for Construction of the Project, before or upon completion of the final design. The Construction Manager will work with the Owner, the Owner's Representative, and the Architect to complete a comprehensive set of construction documents. The period of preconstruction services is estimated to be approximately six (6) months after contract award. The Construction Manager will participate in preconstruction efforts including, but not limited to, the following activities:

#### a. Preconstruction Phase Schedule Development:

In coordination and collaboration with the Project Team, the Construction Manager will prepare a CPM schedule illustrating all activities for the six-month preconstruction phase. Each activity will include an anticipated duration based upon the Project Team's input. The schedule's sequencing of activities and the critical path will demonstrate and highlight each milestone activity which is of significance to the preconstruction phase completion date.

#### b. Preconstruction Phase Meetings:

The Project Team will meet regularly to collaborate during the development of the Construction Documents. At each meeting, the Architect will provide an update to the design documents and define all necessary feedback, responses and decisions by the Owner and CMAR to maintain progress of the document development. The Construction Manager is to actively participate by materially contributing to the development of the documents, based upon the Construction Manager's experience of building constructability, material and equipment procurement durations, schedule analysis and cost control. An updated Preconstruction Phase schedule is to be delivered at each meeting by the Construction Manager. The Construction Manager will be responsible for developing and maintaining a Project Team Action List which identifies/describes all necessary tasks, responsible party and a required completion date in order to maintain the Preconstruction Phase Schedule. The Construction Manager will also be responsible for preparing meeting minutes which are to be distributed within 48 hours of the meeting.

#### c. Construction Document Cost Estimates and Anticipated Construction Schedules:

The Owner's goal is to achieve a complete set of design documents resulting in a total project cost within the specified budget. The Construction Manager and Architect are expected to actively and frequently communicate, correspond and collaborate during the Construction Document phase. The Construction Manager will deliver two cost estimates during the Construction Document phase of the design based upon the Architect's opinion and Owner's approval of document completeness which affords sufficient level of project cost evaluations. The Construction Manager should utilize its best practices to provide the Owner with Construction Document cost estimates reflective of current market conditions. The Construction Manager should be prepared to explain generation of costs and its source of information. Each cost estimate is to be accompanied by a corresponding, anticipated construction schedule. In the event that either or both cost estimates exceed the Owner's budget, the Construction Manager is to provide cost-effective alternatives and options.

### § 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the GMP. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

### § 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

### § 3.1.4 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.5 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.6 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

### § 3.1.7 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

### § 3.1.8 Total Fees and Compensation for Preconstruction Services

The stipulated fee for preconstruction services, inclusive of any and all efforts to complete the design documents, shall be Twenty Thousand and 00/100 Dollars (\$20,000.00). Within three days of the execution of this Contract, the Construction Manager shall provide the Owner with a Schedule of Values (SOV) based upon the deliverables identified in the RFQ. The Owner will review and advise if the proposed SOV is acceptable. The Construction Manager's invoice for the approved SOV is to be submitted to the Owner at the end of each month based on the percentage of progress. After review and approval by the Owner, payment will be rendered to the Construction Manager within 30 business days.

## § 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 Prior to or upon completion of the Architect's final design, the Construction Manager will deliver a GMP to the Owner. In order for the Construction Manager to be awarded the Work for the construction phase the Owner and the Construction Manager must agree and/or negotiate on a GMP, maximum number of contract days, phasing and sequencing, and constructability. The Owner may contract with the Construction Manager to undertake specific items of construction services prior to agreeing on a GMP for such items, provided such undertaking is for the benefit of the



Project. Such items which may benefit the Project, including but not limited to items that require a long lead time, may further the understanding of unknown site conditions, or other items. If the Owner and Construction Manager cannot agree on a GMP, this Contract shall be deemed terminated, with no additional funds owed to the Construction Manager. In accordance with the statutory requirements, the Project will be advertised as a design-bid-build procurement process project which the Construction Manager will not be eligible to bid as a prime or subcontractor.

§ 3.2.2 The Construction Manager shall meet with the Owner, the Owner's Representative, and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner, the Owner's Representative, or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.3 If the Owner and the Construction Manager are not able to agree upon constructability, construction phasing, and sequencing, the Guaranteed Maximum Price for the Project, the maximum number of contract days to complete the Project, and to reach to reach a negotiated agreement, then the Project shall be re-advertised and publicly bid utilizing the design-bid-build delivery method, provided the Construction Manager shall be prohibited from bidding on the Project

#### ARTICLE 4 OWNER'S RESPONSIBILITIES

##### § 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.3 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.3.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.3.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.3.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.



## § 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager.

§ 4.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

## § 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities in connection with this Project.

# ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

## § 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

*(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)*

The stipulated fee for preconstruction services, inclusive of any and all efforts to complete the design documents, shall be Twenty Thousand and 00/100 Dollars (\$20,000.00).

## § 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly based on the percentage of progress.

§ 5.2.2 Within three days of the execution of this Contract, the Construction Manager shall provide the Owner with a Schedule of Values (SOV) based upon the deliverables identified in the RFQ. The Owner will review and advise if the proposed SOV is acceptable. The Construction Manager's invoice for the approved SOV is to be submitted to the Owner at the end of each month based on the percentage of progress. After review and approval by the Owner, payment will be rendered to the Construction Manager within 30 business days.

# ARTICLE 6 DISPUTE RESOLUTION

## § 6.1 Binding Dispute Resolution

The method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

☐ Arbitration pursuant to Article 15 of AIA Document A201-2017

☒ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

# ARTICLE 7 TERMINATION OR SUSPENSION

## § 7.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 7.1.1 In the event of termination of this Agreement, the Construction Manager shall be compensated for Preconstruction Phase services performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

# ARTICLE 8 MISCELLANEOUS PROVISIONS

## § 8.1 Successors and Assigns

§ 8.1.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make

an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 8.1.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

## § 8.2 Insurance and Bonds

### § 8.2.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement.

§ 8.2.1.1 Commercial General Liability with policy limits of not less than \$1,000,000.00 for each occurrence and \$2,000,000.00 in the aggregate for bodily injury and property damage.

§ 8.2.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than \$1,000,000.00 per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 8.2.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required herein and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 8.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than \$1,000,000.00 each accident, \$1,000,000.00 each employee, and \$1,000,000.00 policy limit.

§ 8.3.1.5 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 8.3.1.6 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section.

## ARTICLE 9 SCOPE OF THE AGREEMENT

§ 9.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 9.2 The following documents comprise the Agreement:

- 1 AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor for Preconstruction Services Only

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Exhibit A	Request for Qualifications for Construction Management at Risk		
Exhibit B	Design Development Documents		

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

OWNER (Signature)

« »« »

(Printed name and title)

CONSTRUCTION MANAGER (Signature)

« »« »

(Printed name and title)

TELBRD