

City of Fayetteville Staff Review Form

2015-0071

Legistar File ID

3/3/2015

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Paul Becker

2/11/2015

Chief Financial Officer /
Finance & Internal Services Department

Division / Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of an ordinance to enter into an agreement with the Walton Arts Center and CDI, LLC for the Walton Arts Center Expansion Project. The budget for this project is included in the 2015 budget.

Budget Impact:

Account Number	Fund
Project Number	Project Title
Budgeted Item? <u>Yes</u>	Current Budget \$ 7,170,411.00
	Funds Obligated \$ 846,896.00
	Current Balance \$ 6,323,515.00
Does item have a cost? <u>Yes</u>	Item Cost
Budget Adjustment Attached? <u>No</u>	Budget Adjustment
	Remaining Budget \$ 6,323,515.00

V20140710

Previous Ordinance or Resolution # _____

Original Contract Number: _____

Approval Date: _____

Comments:

AGENDA ITEM MEMO

To: Mayor Jordan and City Council

From: Paul A Becker

Date: February 11, 2015

Subject: Approval of an agreement with the Walton Arts Center and CDI Contractors, LLC to pay up to \$7,181,004 in construction costs for the Walton Arts expansion.

Background:

On September 16, 2014 the City Council passed Ordinance 5713 which authorized the sale of \$10,995,000 in face value of HMR Bonds. These bonds were previously authorized by the voter in a special election which occurred on November 12, 2013.

The ballot questions at this election identified three uses for these bonds. The first use was for the refunding of an outstanding HMR Bond issue. The second use was for the sale of up to \$3,500,000 in bonds for the Fayetteville Regional Park Project. The, third use was to issue up to \$6,900,000 in bonds for a portion of the Walton Arts Center Expansion Project. These bonds were sold on November 19, 2014 and were appropriated for their intended purposes on December 16, 2014. Due to a premium amount bid for the bonds, a total of \$7,181,004 was generated for the Walton Arts Center Expansion Project.

This request is to authorize an agreement between the City of Fayetteville, the Walton Arts Center and CDI Contractors, LLL(the Construction Manager of the project) to pay up to \$6,323,515 in construction costs for the Walton Arts Center Expansion. The purposes of these costs were identified in the Official Bond Statement as the Walton arts Center Project as follows:

“Costs associated with site and structural improvements for the Walton Arts Center lobby, and Starr Theater, lobby restrooms, and electrical and HVAC infrastructure enhancements.” The backstaging project is being completed by Baldwin and Shell in the amount of \$857,055.

The expenditure of the bond proceeds must be made for only the above purposes which were identified in the Official Statement as these are Tax Exempt Bonds.

RECOMMENDATION:

It is recommended that the City of Fayetteville enter into the attached agreement with the Walton Arts Center and CDI, LLC (the Construction Manager) This contract provides for the payment of up to \$6,323,515 in construction costs directly to the Construction Manager of the project, CDI Contractors, LLC, for progress payments as submitted and recommended for payment by the Architect (Boora Architects) and by an authorized person for the Walton Arts Center.

The City will agree to pay authorized payment applications presented to the Architect no later than 15 days after submission to the City once recommended for payment by the Architect and an authorized person at the Walton Arts Center.

It is also important for the Council to understand that the City of Fayetteville was a participant in the selection of the Construction Manager, CDI Contractors, LLC, CDI was selected by a joint selection committee process with voting members representing both the City and the Walton Arts Center following the Cities normal selection process.

BUDGET IMPACT

This request will provide for the expenditure of \$6,323,515 in bond proceeds for a portion of the Walton Arts Center Expansion.

AIA[®] Document A133[™] – 2009

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the First day of April in the year Two Thousand Fourteen
(In words, indicate day, month and year.)

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

Walton Arts Center
PO Box 3547
Fayetteville, AR 72702

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

CDI Contractors, LLC
PO Box 9447
Fayetteville, AR 72703

for the following Project:
(Name and address or location)

Walton Arts Center
495 W. Dickson Street
Fayetteville, AR 72701

The Architect:
(Name, legal status and address)

Boora Architects, Inc.
720 S.W. Washington Street, Suite 800
Portland, OR 97205

The Owner's Designated Representative:
(Name, address and other information)

Terri Trotter
Chief Operating Officer
Walton Arts Center
PO Box 3547
Fayetteville, AR 72702
ttrotter@waltonartscenter.org

The Construction Manager's Designated Representative:
(Name, address and other information)

Matt Bodishbaugh
Vice President

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. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

AIA Document A201[™]-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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User Notes: (1163162952)

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CDI Contractors, LLC
PO Box 9447
Fayetteville, AR 72703
mbodishbaugh@cdicon.com

The Architect's Designated Representative:
(Name, address and other information)

Jim Harold
Project Manager / Project Architect
Boora Architects, Inc
720 S.W. Washington Street, Suite 800
Portland, OR 97205
Harold@BOORA.com

The Owner and Construction Manager agree as follows.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution 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, the Contract Documents will also include the documents described in Section 2.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 2.2.8. 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.

§ 1.2 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 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.

All parties acknowledge that the City of Fayetteville is contributing approximately \$6.5 million of public bond proceeds towards the cost of this project. As such, the City of Fayetteville may become a co-signatory Owner on this contract and/or require separate Schedule of Values, Pay Application, and cost allocation for the portion of the project being paid by the bond proceeds. The specific terms of the City role and accounting requirements shall be further defined at time of the Construction Phase cost GMP change order as outlined in Article 2.2.

§ 1.3 General Conditions

For the Preconstruction Phase, AIA Document A201™-2007, General Conditions of the Contract for Construction, shall apply only as specifically provided in this Agreement. For the Construction Phase, the general conditions of the

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contract shall be as set forth in A201-2007, which document is incorporated herein by reference. The term "Contractor" as used in A201-2007 shall mean the Construction Manager.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2. The Construction Manager's Construction Phase responsibilities are set forth in Section 2.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.1 Preconstruction Phase

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

§ 2.1.2 Consultation

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. The Construction Manager shall advise the Owner and the Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations consistent with the Project requirements to the Owner and Architect on constructability; availability of materials and labor; time requirements for procurement, installation and construction; 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.

§ 2.1.3 When Project requirements in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of the Owner.

§ 2.1.4 Phased Construction

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

§ 2.1.5 Preliminary Cost Estimates

§ 2.1.5.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 2.1.5.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action.

§ 2.1.6 Subcontractors and Suppliers

The Construction Manager shall develop bidders' interest in the Project.

§ 2.1.7 The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 2.1.8 Extent of Responsibility

The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. 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.

§ 2.1.9 Notices and 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 for inclusion in the Contract Documents.

§ 2.2 Guaranteed Maximum Price Proposal and Contract Time

§ 2.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager and in consultation with the Architect, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, including contingencies described in Section 2.2.4, and the Construction Manager's Fee.

§ 2.2.2 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Construction Manager shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 2.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 2.2.2, to supplement the information provided by the Owner and contained in the Drawings and Specifications;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, contingency, and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 2.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include its contingency for the Construction Manager's exclusive use to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order.

§ 2.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner and 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.

§ 2.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 2.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase, unless the Owner provides prior written authorization for such costs.

§ 2.2.8 The Owner shall authorize the Architect to provide the revisions to the Drawings and Specifications to incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications.

§ 2.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 2.3 Construction Phase

§ 2.3.1 General

§ 2.3.1.1 For purposes of Section 8.1.2 of A201-2007, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 2.3.1.2 The Construction Phase shall commence upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal or the Owner's issuance of a Notice to Proceed, whichever occurs earlier.

§ 2.3.2 Administration

§ 2.3.2.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect. The Owner shall then determine, with the advice of the Construction Manager and the Architect, which bids will be accepted. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 2.3.2.2 If the Guaranteed Maximum Price has been established and when a specific bidder (1) is recommended to the Owner by the Construction Manager, (2) is qualified to perform that portion of the Work, and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount and time requirement of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 2.3.2.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract is awarded on a cost-plus a fee basis, the Construction Manager shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Section 6.11 below.

§ 2.3.2.4 If the Construction Manager recommends a specific bidder that may be considered a "related party" according to Section 6.10, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction, according to Section 6.10.2.

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§ 2.3.2.5 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner and Architect.

§ 2.3.2.6 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and submittal schedule in accordance with Section 3.10 of A201-2007.

§ 2.3.2.7 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. The Construction Manager shall also keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 2.3.2.8 The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 2.3.2.7 above.

§ 2.4 Professional Services

Section 3.12.10 of A201-2007 shall apply to both the Preconstruction and Construction Phases.

§ 2.5 Hazardous Materials

Section 10.3 of A201-2007 shall apply to both the Preconstruction and Construction Phases.

ARTICLE 3 OWNER'S RESPONSIBILITIES

§ 3.1 Information and Services Required of the Owner

§ 3.1.1 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.

§ 3.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Construction Manager may only request such evidence if (1) the Owner fails to make payments to the Construction Manager as the Contract Documents require, (2) a change in the Work materially changes the Contract Sum, or (3) the Construction Manager identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Construction Manager and Architect.

§ 3.1.3 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 Section 6.1.1, (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.

§ 3.1.4 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.

§ 3.1.4.1 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;

§ 3.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a 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 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.

§ 3.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include but are not limited to 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.

§ 3.1.4.4 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents 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.

§ 3.2 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. Except as otherwise provided in Section 4.2.1 of A201-2007, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 3.2.1 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.

§ 3.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B103™-2007, Standard Form of Agreement Between Owner and Architect, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and the Architect, and any further modifications to the agreement.

ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 4.1 Compensation

§ 4.1.1 For the Construction Manager's Preconstruction Phase services, the Owner shall compensate the Construction Manager as follows:

§ 4.1.2 For the Construction Manager's Preconstruction Phase services described in Sections 2.1 and 2.2:
(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

The Construction Manager shall include its actual cost of providing Preconstruction Phase services, but not more than \$35,000, as part of the GMP proposal. When the GMP Proposal is accepted by the Owner, the Construction Manager may bill preconstruction costs immediately. If, for any reason other than the Construction Manager's default, the Owner does not accept the Construction Manager's Guaranteed Price Proposal or does not issue a Notice to proceed in advance of accepting the GMP Proposal, the Owner shall pay the Construction Manager \$35,000 as full and final payment for preconstruction.

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§ 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within Twelve (12) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 4.1.4 Compensation based on Direct Personnel Expense includes the direct salaries of the Construction Manager's personnel providing Preconstruction Phase services on the Project and the Construction Manager's costs for the mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

§ 4.2 Payments

§ 4.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 4.2.2 Payments are due and payable upon presentation 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 monthly or annual interest agreed upon.)

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ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 5.1 For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum in current funds. The Contract Sum is the Cost of the Work as defined in Section 6.1.1 plus the Construction Manager's Fee.

§ 5.1.1 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

Shall be a lump sum amount equal to 4.50% of the Cost of Work contained in the approved Guaranteed Maximum Price.

§ 5.1.2 The method of adjustment of the Construction Manager's Fee for changes in the Work:

The Construction Manager's fee on changes in the work shall be 4.50 % of the Cost of Work contained in the change.

§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

For additive changes, the Subcontractor's fee for overhead and profit shall not exceed 12% of the Cost of Work contained in the change.

§ 5.1.4 Rental rates for Construction Manager-owned equipment shall not exceed Eighty Five percent (85 %) of the published AED equipment rental rate for Fayetteville, AR, or One Hundred percent (100%) of the standard rate paid at the place of the Project.

§ 5.1.5 Unit prices, if any:

(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
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§ 5.2 Guaranteed Maximum Price

§ 5.2.1 The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, as it is amended from time to time. To the extent the Cost of the Work exceeds the Guaranteed Maximum Price, the Construction Manager shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner.

(Insert specific provisions if the Construction Manager is to participate in any savings.)

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Any cost savings beneath the GMP shall be distributed Seventy Five percent (75%) to the Owner and Twenty Five percent (25%) to the Construction Manager.

§ 5.2.2 The Guaranteed Maximum Price is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

§ 5.3 Changes in the Work

§ 5.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Architect may make minor changes in the Work as provided in Section 7.4 of AIA Document A201-2007, General Conditions of the Contract for Construction. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 5.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Section 7.3.3 of AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 5.3.3 In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Section 7.3.3.3 of AIA Document A201-2007 and the term "costs" as used in Section 7.3.7 of AIA Document A201-2007 shall have the meanings assigned to them in AIA Document A201-2007 and shall not be modified by Sections 5.1 and 5.2, Sections 6.1 through 6.7, and Section 6.8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 5.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in the above-referenced provisions of AIA Document A201-2007 shall mean the Cost of the Work as defined in Sections 6.1 to 6.7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 5.1 of this Agreement.

§ 5.3.5 If no specific provision is made in Section 5.1.2 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 5.1.2 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 6.1 Costs to Be Reimbursed

§ 6.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7.

§ 6.1.2 Where any cost is subject to the Owner's prior approval, the Construction Manager shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing Guaranteed Maximum Price Amendment.

§ 6.2 Labor Costs

§ 6.2.1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 6.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site with the Owner's prior approval.

(If it is intended that the wages or salaries of certain personnel stationed at the Construction Manager's principal or other offices shall be included in the Cost of the Work, identify in Section 11.5, the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

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§ 6.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 6.2.4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 6.2.1 through 6.2.3.

§ 6.2.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, with the Owner's prior approval.

§ 6.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.

§ 6.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 6.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ 6.4.2 Costs of materials described in the preceding Section 6.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 6.5.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 6.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item. Rates of Construction Manager-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ 6.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 6.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

§ 6.5.5 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 6.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 6.6 Miscellaneous Costs

§ 6.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 6.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Construction Manager is liable.

§ 6.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.

§ 6.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201-2007 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 6.7.3.

§ 6.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA Document A201-2007 or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

§ 6.6.6 Costs for electronic equipment and software, directly related to the Work with the Owner's prior approval.

§ 6.6.7 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 6.6.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 6.6.9 Subject to the Owner's prior approval, expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work.

§ 6.7 Other Costs and Emergencies

§ 6.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ 6.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.4 of AIA Document A201-2007.

§ 6.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Construction Manager and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 6.7.4 The costs described in Sections 6.1 through 6.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201-2007 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.8.

§ 6.8 Costs Not To Be Reimbursed

§ 6.8.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 6.2, or as may be provided in Article 11;
- .2 Expenses of the Construction Manager's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Sections 6.1 to 6.7;

- .4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .5 Except as provided in Section 6.7.3 of this Agreement, costs due to the negligence or failure of the Construction Manager, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Sections 6.1 to 6.7;
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .8 Costs for services incurred during the Preconstruction Phase that exceeds \$35,000.

§ 6.9 Discounts, Rebates and Refunds

§ 6.9.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 6.9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 6.9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.10 Related Party Transactions

§ 6.10.1 For purposes of Section 6.10, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, the Construction Manager owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Construction Manager. The term "related party" includes any member of the immediate family of any person identified above.

§ 6.10.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3. If the Owner fails to authorize the transaction, the Construction Manager shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3.

§ 6.11 Accounting Records

The Construction Manager shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 7.1 Progress Payments

§ 7.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Construction Manager as provided below and elsewhere in the Contract Documents.

§ 7.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

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§ 7.1.3 Provided that an Application for Payment is received by the Architect not later than the First day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the 15th day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Fifteen (15) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 7.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, less that portion of those payments attributable to the Construction Manager's Fee, plus payrolls for the period covered by the present Application for Payment.

§ 7.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 7.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 7.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

1. Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201-2007;
2. Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
3. Add the Construction Manager's Fee, less retainage of Five percent (5.0 %). The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
4. Subtract retainage of Five percent (5.0 %) from that portion of the Work that the Construction Manager self-performs;
5. Subtract the aggregate of previous payments made by the Owner;
6. Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
7. Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

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§ 7.1.8 The Owner and Construction Manager shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 7.1.9 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 7.1.10 In taking action on the Construction Manager's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections; or that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 7.2 Final Payment

§ 7.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

1. the Construction Manager has fully performed the Contract except for the Construction Manager's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment;
2. the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
3. a final Certificate for Payment has been issued by the Architect.

The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 7.2.2 The Owner's auditors will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document A201-2007. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201-2007. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 7.2.3 If the Owner's auditors report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201-2007. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 7.2.4 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings as provided in Section 5.2.1, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

ARTICLE 8 INSURANCE AND BONDS

For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance, and the Construction Manager shall provide bonds as set forth in Article 11 of AIA Document A201-2007.
(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of Insurance or Bond	Limit of Liability or Bond Amount (\$0.00)
General Liability	\$1,000,000
Auto Liability	\$1,000,000
Umbrella Liability	\$25,000,000
Workers Compensation	Statutory Limits
Payment and Performance Bond	Equal to the Guaranteed Maximum Price

ARTICLE 9 DISPUTE RESOLUTION

§ 9.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 9 and Article 15 of A201-2007. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 9.3 of this Agreement shall not apply.

§ 9.2 For any Claim subject to, but not resolved by mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- [X] Arbitration pursuant to Section 15.4 of AIA Document A201-2007
- [] Litigation in a court of competent jurisdiction
- [] Other: *(Specify)*

§ 9.3 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

ARTICLE 10 TERMINATION OR SUSPENSION

§ 10.1 Termination Prior to Establishment of the Guaranteed Maximum Price

§ 10.1.1 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Section 14.1.1 of A201-2007.

§ 10.1.2 In the event of termination of this Agreement pursuant to Section 10.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 4.1.

§ 10.1.3 If the Owner terminates the Contract pursuant to Section 10.1.1 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 10.1.2:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 10.2 Termination Subsequent to Establishing Guaranteed Maximum Price

Following execution of the Guaranteed Maximum Price Amendment and subject to the provisions of Section 10.2.1 and 10.2.2 below, the Contract may be terminated as provided in Article 14 of AIA Document A201-2007.

§ 10.2.1 If the Owner terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager pursuant to Sections 14.2 and 14.4 of A201-2007 shall not exceed the amount the Construction Manager would otherwise have received pursuant to Sections 10.1.2 and 10.1.3 of this Agreement.

§ 10.2.2 If the Construction Manager terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Section 14.1.3 of A201-2007 shall not exceed the amount the Construction Manager would otherwise have received under Sections 10.1.2 and 10.1.3 above.

§ 10.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007. In such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201-2007, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 5.1 and 5.3.5 of this Agreement.

ARTICLE 11 MISCELLANEOUS PROVISIONS

§ 11.1 Terms in this Agreement shall have the same meaning as those in A201-2007.

§ 11.2 Ownership and Use of Documents

Section 1.5 of A201-2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.3 Governing Law

Section 13.1 of A201-2007 shall apply to both the Preconstruction and Construction Phases.

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§ 11.4 Assignment

The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement. Except as provided in Section 13.2.2 of A201-2007, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 11.5 Other provisions:

Whether stationed at the project site or at the Construction Manager's office, the labor costs for actual hours spent working on this project, as defined in 6.2 for the project manager, project administrator, and/or project accountant/engineer shall be included in the Cost of Work.

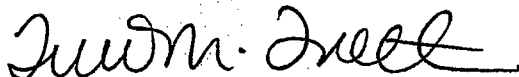
ARTICLE 12 SCOPE OF THE AGREEMENT

§ 12.1 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.

§ 12.2 The following documents comprise the Agreement:

- .1 AIA Document A133-2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A201-2007, General Conditions of the Contract for Construction
- .3 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:
- .4 AIA Document E202™-2008, Building Information Modeling Protocol Exhibit, if completed, or the following:
- .5 Other documents:
(List other documents, if any, forming part of the Agreement.)

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


OWNER (Signature)


CONSTRUCTION MANAGER (Signature)

Terri Trotter, Chief of Operating Officer
(Printed name and title)

Matt Bodishbaugh, Vice President
(Printed name and title)

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Additions and Deletions Report for AIA[®] Document A133[™] – 2009

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AGREEMENT made as of the First day of April in the year Two Thousand Fourteen

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mbodishbaugh@cdicon.com

PAGE 2

Jim Harold
Project Manager / Project Architect
Boora Architects, Inc.
720 S.W. Washington Street, Suite 800
Portland, OR 97205
Harold@BOORA.com

PAGE 3

All parties acknowledge that the City of Fayetteville is contributing approximately \$6.5 million of public bond proceeds towards the cost of this project. As such, the City of Fayetteville may become a co-signatory Owner on this contract and/or require separate Schedule of Values, Pay Application, and cost allocation for the portion of the project being paid by the bond proceeds. The specific terms of the City role and accounting requirements shall be further defined at time of the Construction Phase cost GMP change order as outlined in Article 2.2.

PAGE 7

§ 3.1.1 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~~, systems sustainability and site requirements.

PAGE 8

The Construction Manager shall include its actual cost of providing Preconstruction Phase services, but not more than \$35,000, as part of the GMP proposal. When the GMP Proposal is accepted by the Owner, the Construction Manager may bill preconstruction costs immediately. If, for any reason other than the Construction Manager's default, the Owner does not accept the Construction Manager's Guaranteed Price Proposal or does not issue a Notice to proceed in advance of accepting the GMP Proposal, the Owner shall pay the Construction Manager \$35,000 as full and final payment for preconstruction.

§ 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within Twelve (12) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

PAGE 9

§ 4.2.2 Payments are due and payable upon presentation 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.

...

Shall be a lump sum amount equal to 4.50% of the Cost of Work contained in the approved Guaranteed Maximum Price.

...

The Construction Manager's fee on changes in the work shall be 4.50 % of the Cost of Work contained in the change.

...

For additive changes, the Subcontractor's fee for overhead and profit shall not exceed 12% of the Cost of Work contained in the change.

§ 5.1.4 Rental rates for Construction Manager-owned equipment shall not exceed Eighty Five percent (85 %) of the published AED equipment rental rate for Fayetteville, AR, or One Hundred percent (100%) of the standard rate paid at the place of the Project.

PAGE 10

Any cost savings beneath the GMP shall be distributed Seventy Five percent (75%) to the Owner and Twenty Five percent (25%) to the Construction Manager.

PAGE 13

.8 Costs for services incurred during the ~~Preconstruction Phase~~ Phase that exceeds \$35,000.

PAGE 14

§ 7.1.3 Provided that an Application for Payment is received by the Architect not later than the First day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the 15th day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Fifteen (15) days after the Architect receives the Application for Payment.

...

- 3 Add the Construction Manager's Fee, less retainage of Five percent (5.0 %). The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- 4 Subtract retainage of Five percent (5.0 %) from that portion of the Work that the Construction Manager self-performs;

PAGE 16

<u>General Liability</u>	<u>\$1,000,000</u>
<u>Auto Liability</u>	<u>\$1,000,000</u>
<u>Umbrella Liability</u>	<u>\$25,000,000</u>
<u>Workers Compensation</u>	<u>Statutory Limits</u>
<u>Payment and Performance Bond</u>	<u>Equal to the Guaranteed Maximum Price</u>

...

[X] Arbitration pursuant to Section 15.4 of AIA Document A201-2007

PAGE 17

§ 10.2.2 If the Construction Manager terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Section 14.1.3 of A201-2007 shall not exceed the amount the Construction Manager would otherwise have received under Sections 10.1.2 and 10.1.3 above, ~~except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, utilizing as necessary a reasonable estimate of the Cost of the Work for Work not actually completed.~~ above.

PAGE 18

Whether stationed at the project site or at the Construction Manager's office, the labor costs for actual hours spent working on this project, as defined in 6.2 for the project manager, project administrator, and/or project accountant/engineer shall be included in the Cost of Work.

Terri Trotter, Chief of Operating Officer

Matt Bodishbaugh, Vice President

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Mirinda Polston, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:26:02 on 07/10/2014 under Order No. 5591010955_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

Mirinda Polston

(Signed)

Office Admin.

(Title)

7/10/14

(Dated)

AIA Document G701™ – 2001

Change Order

PROJECT (Name and address): Walton Arts Center 495 W. Dickson Street Fayetteville, AR 72701	CHANGE ORDER NUMBER: 001 DATE: February 3, 2015	OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR (Name and address): CDI Contractors, LLC PO Box 9447 Fayetteville, AR 72703	ARCHITECT'S PROJECT NUMBER: CONTRACT DATE: April 1, 2014 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:
 (Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
 Incorporate Guaranteed Maximum Price (GMP) Proposal Letter (attached) dated January 28, 2015, including all attachments, scope reductions, scope changes, allowances and cost reduction allowances.

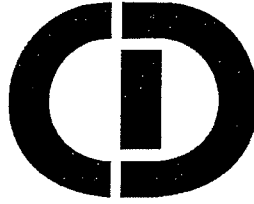
The original Contract Sum was	\$	35,000.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	35,000.00
The Contract Sum will be increased by this Change Order in the amount of	\$	15,951,439.00
The new Contract Sum including this Change Order will be	\$	15,986,439.00

The Contract Time will be increased by Zero (0) days.
 The date of Substantial Completion as of the date of this Change Order therefore is November 1, 2016.

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Boora Architects, Inc. ARCHITECT (Firm name)	CDI Contractors, LLC CONTRACTOR (Firm name)	Walton Arts Center OWNER (Firm name)
720 SW Washington Street, Suite 800 Portland, OR 97205 ADDRESS	PO Box 9447 Fayetteville, AR 72703 ADDRESS	495 W. Dickson Street Fayetteville, AR 72701 ADDRESS
 BY (Signature)	 BY (Signature)	 BY (Signature)
Michael Tingley (Typed name)	Matt Bodishbaugh (Typed name)	Tim Vogt (Typed name)
02.03.15 DATE	2.03.2015 DATE	2/3/15 DATE



CDI CONTRACTORS, LLC • P.O. Box 9447 • FAYETTEVILLE, AR 72703 • 479-695-1020 • (fax) 479-695-1025

January 28, 2015

Mr. Tim Vogt
Vice President, Finance
Walton Arts Center
495 W. Dickson St.
Fayetteville, AR 72701

via email (tvogt@waltonartscenter.org)

Project: Walton Arts Center: Renovation & Expansion
Subject: Final Guaranteed Maximum Price (GMP) Proposal

Dear Mr. Vogt:

CDI Contractors, LLC is pleased to submit our GUARANTEED MAXIMUM PRICE (GMP) PROPOSAL for the Walton Arts Center as follows:

Current Contract Value (Pre-Construction Services):	\$	35,000.00
Renovation & Expansion GMP (excludes alternates):	\$	16,295,989.00
Accepted Bid Alternates:		
Add sliding glass door in Garden Room	\$	7,750.00
Upgrade Starr Theater telescopic seating to Seda	\$	25,927.00
<hr/>		
GMP Bid Day Subtotal	\$	16,364,666.00
Post Bid Value Engineering & Scope Adjustments:		
Change bathroom partitions/tables to baked enamel steel	\$	-37,082.00
Omit Lobby event portable lighting fixtures	\$	-5,247.00
Reduce Lobby chandelier size	\$	-9,444.00
Omit site concrete form liner	\$	-11,543.00
ALLOWANCE: reduce landscape scope by 10%	\$	-9,969.00
Change Tuffline doors to Heavywall doors in curtainwall	\$	-86,526.00
ALLOWANCE: reduce door hardware specifications	\$	-24,000.00
Add window to McBride Studio	\$	9,731.00
Refinish McBride Studio walls	\$	19,351.00
Replace McBride light fixtures with relocated lobby light fixtures	\$	9,013.00
Replace McBride acoustic ceiling tile	\$	8,873.00
Replace McBride floor covering	\$	6,600.00
Upgrade McBride Air Handling Unit and temperature controls	\$	9,024.00
Omit epoxy flooring in mechanical room	\$	-17,157.00
ALLOWANCE: develop alternate light fixture schedule	\$	-212,142.00
Utilize aluminum electrical feeders	\$	-9,932.00
Eliminate requirement for NETA testing	\$	-20,987.00
Omit requirement for duct cleaning	\$	-20,620.00
ALLOWANCE: add provision for early/temp cooling to NLB	\$	36,727.00
Change door closers from LCN to Hager	\$	-3,125.00
Utilize alternate fluid applied air barrier over brick and block	\$	-7,136.00
Omit requirement for remote building control training courses	\$	-5,247.00
Add additional structural catwalk to BWH	\$	26,024.00
Omit free standing service counter in Starr Theater lobby	\$	-23,413.00
Replace A/V scope with \$436,000 allowance for new A/V scope	\$	0.00
<hr/>		
PROPOSED CONTRACTUAL GMP	\$	15,986,439

This proposal includes all labor, materials, equipment, general conditions, insurance, subcontractor and bond costs required to complete the work depicted in the Walton Arts Center: Expansion & Renovation "Construction Documents" as issued by Boora Architects dated September 26, 2014, which was supplemented by Addendum No. 01 dated November 14, 2014, Addendum No. 02 dated November 22, 2014, Addendum No. 03 dated December 5, 2014, and the post bid value engineering and scope adjustments developed by the project team as itemized above. This proposal is subject to the terms and conditions as defined in our contractual agreement dated April 1, 2014.

Please refer to the following attachments for further detail of this proposal:

- Attachment "A" – Schedule of Values (base bid only)
- Attachment "B" – Schedule of Alternates.
- Attachment "C" – Project Schedule.
- Attachment "D" – Contract Document Listing

SCHEDULE

This proposal is based on a 16 month project schedule, with substantial completion for the entire project proposed for November 1, 2016. Attachment E is provided to further clarify the timeline and phasing.

CLARIFICATIONS

The following are important clarifications to the Guaranteed Maximum Price Proposal:

Construction Documents

- Proposal based on the contract documents prepared by Boora Architects dated September 26, 2014
- Addendum No. 01 dated November 14, 2014
- Addendum No. 02 dated November 22, 2014
- Addendum No. 03 dated December 5, 2014

General

1. EXCLUDES all Architect/Engineer fees and Commissioning Agent fees.
2. INCLUDES Material Inspection and Testing costs.
3. EXCLUDES Special Inspections, the special inspection requirements are referenced on sheet S100. Special Inspections must be a 3rd party to the Contractor or the Architect; therefore must be Owner furnished.
4. INCLUDES building permit fees.
5. EXCLUDES utility service provider meters and utility impact fees. No known fees are required as no utility services are being added or increased.
6. EXCLUDES any loose Furniture, Fixtures & Equipment.
7. EXCLUDES any Owner moving costs.
8. EXCLUDES All Risk insurance for the entire facility. CDI's All Risk insurance is limited to the scope and value of the contracted improvements.
9. EXCLUDES any public relations media, including renderings, graphics or animations.
10. EXCLUDES donor signage.
11. EXCLUDES removal of the mural at the Pace Balcony, however protection in place is included.
12. EXCLUDES the following Owner Furnished and / or Owner Installed Equipment and Systems:
 - o Data & Communications Systems
 - o Wireless Access Devices
 - o Access Control Systems
 - o Loose Kitchen equipment, reference sheet K1

ALLOWANCES

The following allowances ARE included in the proposal and include all labor and material (without CDI markup or bond premium) to provide the following:

- | | |
|---|--------------|
| • Rock Excavation: | \$ 3,375 |
| • Undercut and Replace Unsuitable Soils: | \$ 5,375 |
| • Revise landscape design to generate savings | (\$ 9,500) |
| • Revise door hardware specifications to generate savings | (\$ 22,857) |
| • Revise light fixture schedule to generate savings | (\$ 202,165) |
| • Provide early cooling/heating to NLB | \$ 35,000 |
| • A/V allowance | \$ 436,260 |
| • Fire Alarm | \$ 30,202 |

UNIT PRICES

This proposal includes the following unit prices. For revisions to the scope of the project and/or revisions to the contract documents, the contract shall be adjusted according to the unit prices below:

- Trench Rock Excavation & Backfill: \$ 225.00 / CYD
- Undercut and Replacement of Unsuitable Subgrade Materials: \$ 25.00 / CYD

TRENCHING SAFETY SYSTEMS:

Ark. Code Ann. 22-9-212 requires the contractor to indicate the cost of Trenching Safety Systems. The following Trenching Safety Systems cost is included in the proposal: \$ 1,000.00

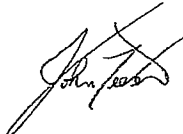
We appreciate the collaborative efforts from all project stakeholders to develop this scope of work and pricing and our team is eagerly anticipating the construction phase. In order to prevent competitive bids from expiring, we need to execute a change order incorporating the scope and costs described in this letter as soon as possible but not later than Tuesday, February 3, 2015.

Please contact me if this generates any questions.

Sincerely,

CDI CONTRACTORS, LLC

JOHN TEETER
Project Manager



cc: Peter Lane, David Swain (WAC)
Michael Tingley, Stephen Weeks, Abe Cambier (Boora)
Craig Curzon (PSW)
Matt Bodishbaugh, Andy Blush (CDI)

Attachments: A – Schedule of Values
B – Alternates Listing
C – Project Schedule
D – Contract Document Listing



**WALTON ARTS CENTER: EXPANSION & RENOVATION
FAYETTEVILLE, ARKANSAS
SCHEDULE OF VALUES**

GMP EST.		
GMP SCHEDULE OF VALUES		NOTES
GENERAL REQUIREMENTS	\$ 1,358,495	
BUILDING SHELL & INTERIORS		
02 DEMOLITION	\$ 374,868	
03 CONCRETE	\$ 827,225	
04 MASONRY	\$ 96,350	
05 STRUCTURAL STEEL, JOIST, DECK	\$ 1,500,525	
05 MISCELLANEOUS METAL	\$ 147,116	
06 ROUGH CARPENTRY	\$ 395,237	
06 MILLWORK	\$ 464,184	
06 LOBBY COUNTERS & SOLID SURFACE	\$ 176,299	
07 WATERPROOFING	\$ 66,706	
07 SPRAY FIREPROOFING	\$ 86,340	
07 EXTERIOR METAL WALL PANELS	\$ 437,428	
07 ROOFING & SHEETMETAL	\$ 366,000	
08 DOORS, FRAMES & HARDWARE	\$ 228,450	
08 GLASS & GLAZING	\$ 618,158	
09 DRYWALL & ACOUSTICAL CEILINGS	\$ 864,200	
09 CUSTOM LOBBY CEILING	\$ 250,800	
09 CERAMIC & QUARRY TILE	\$ 110,331	
09 RESILIENT FLOORING & CARPET	\$ 182,553	
09 WOOD FLOORING	\$ 38,150	
09 PAINTING & WALCOVERING	\$ 196,191	
10 MISCELLANEOUS SPECIALTIES	\$ 144,349	
11 FOOD SERVICE EQUIPMENT	\$ 34,240	
12 ROLLER SHADES	\$ 80,769	
14 VERTICAL TRANSPORTATION	\$ 84,053	
21 FIRE SUPPRESSION	\$ 153,624	
22 PLUMBING	\$ 459,000	
23 MECHANICAL	\$ 1,228,375	
26 ELECTRICAL	\$ 947,681	
26 LIGHTING & LIGHTING CONTROLS	\$ 1,113,118	
26 CUSTOM LOBBY CHANDLIER	\$ 86,048	
31 SITEWORK & UTILITIES	\$ 654,645	
32 SITE CONCRETE & PAVING	\$ 314,401	
32 LANDSCAPE	\$ 102,437	
BUILDING SHELL & INTERIORS TOTAL	\$ 12,829,851	
THEATRICAL & AUDIO VISUAL		
09 STAGE WOOD FLOORING	\$ 75,500	
11 THEATRICAL EQUIPMENT	\$ 421,110	
12 FIXED AUDITORIUM SEATING	\$ 25,500	
12 RETRACTABLE SEATING ALLOWANCE	\$ 234,038	ALLOWANCE, CLARIFICATIONS REQUIRED
27 AUDIO VISUAL SYSTEMS & EQUIPMENT	\$ 436,260	
THEATRICAL & AUDIO VISUAL TOTAL	\$ 1,192,408	
SUBTOTAL	\$ 15,380,754	
ALLOWANCES, TESTING & INSPECTIONS	\$ 63,750	
PAYMENT & PERFORMANCE BOND	\$ 85,991	
INSURANCE AND PERMITTING	\$ 67,456	EXCLUDES OCP POLICY
CM FEE	4.50% \$ 698,038	
TOTAL GMP	\$ 16,295,989	EXCLUDES ALTERNATES
PRECONSTRUCTION SERVICES	\$ 35,000	
TOTAL CONTRACT	\$ 16,330,989	



COI CONTRACTORS, LLC

WALTON ARTS CENTER: EXPANSION & RENOVATION
FAYETTEVILLE, ARKANSAS
SCHEDULE OF ALTERNATES

ALTERNATES, NOT INCLUDED IN GMP TOTAL

All prices include fee and bond.

		Accepted / Rejected	Comments
01 Sliding glass door at Garden Room	\$ 7,750 ADD		
02 Renovate McBride Studio	\$ 145,627 ADD		
03 Replace Handrails in Baum Walker Hall	\$ 46,718 ADD		
04 Delete Exterior Window at Starr Theater	\$ 14,002 ADD		
05 Delete all Audio Visual Work	(\$ 458,008) DEDUCT		
07 Baum Walker Hall Lighting Controls			
07 A. Replace existing House lighting controls	\$ 43,280 ADD		
07 B. Integrate existing work lighting controls into new House lighting controls	\$ 10,722 ADD		
08 Custom Image at Solid Surface Counter	\$ 7,874 ADD		Stipulated Allowance

ALTERNATE 6 RETRACTABLE SEATING IN STARR THEATER*

*Base GMP includes a retractable seating allowance of \$245,745, all prices include fee and bond.

	Bid Value	Change to GMP	
06.A Audience Seating	\$ 259,373	\$13,668	Specified System
06.B Jezet Seating	\$ 300,434	\$54,724	Specified System
06.C Seda Seating Limited	\$ 271,632	\$25,927	Specified System
06.D Telescopic Seating	\$ 246,625	\$880	Not specified system, requires S.S. review
06.F Hussey	\$ 245,745	\$0	Not specified system, requires S.S. review

ID	Task Name	Duration	Start	Finish	Predecessors
1	WAC Renovation / Expansion: Bid Documents Meeting	101 days	Fri 9/26/14	Fri 2/13/15	
2	Coordination Meeting between Walton Arts & CDI, to clarify dates related to Open/Close & 'booked' shows.	0 days	Fri 9/26/14	Fri 9/26/14	
3	Walton authorizes start of Bid Process	0 days	Mon 9/29/14	Mon 9/29/14 2FS-2 days	
4	Establish GMP	42 days	Mon 10/20/14	Mon 12/16/14 4FS-1 day	
5	Buy-Out	24 days	Tue 12/16/14	Fri 1/16/15 6FS-1 day	
6	MEP Infrastructure supporting North Liner Building: Bid Period + Buy-out MEP Infrastructure scope	225 days	Mon 10/20/14	Thu 8/20/15	
7	Submittals for MEP Infrastructure work	60 days	Mon 10/20/14	Fri 1/19/15 2FS-16 days	
8	Procurement of MEP Infrastructure materials [Chiller]	21 days	Mon 11/19/15	Mon 2/16/15 9.6	
9	Mobilization	3 days	Tue 2/17/15	Wed 6/30/15 10	
10	Construction of new MEP Infrastructure (Chiller, Water, Power)	44 days	Thu 6/30/15	Wed 7/1/15 11FS-2 days	
11	Provide necessary MEP for climate control to North Liner Bldg.	0 days	Thu 8/20/15	Thu 8/20/15 12FS-2 days	
12	Construction of New LOBBY AREA	371 days	Mon 6/29/15	Tue 11/11/16	
13	EXPANSION OF NEW LOBBY AREA	257 days	Mon 6/29/15	Tue 5/24/16	
14	Bullet Camp on-going inside @ BWH Stage & @ STARR	5 days	Mon 6/29/15	Fri 7/31/15 17	
15	End-of-Season for STARR Theater & Stage	0 days	Wed 9/23/15	Sat 9/26/15 3FS-267 days	
16	Bikes, Blues & BBQ 2015 (NO WORK)	64 days	Mon 6/29/15	Fri 9/11/15	
17	Protective & Temporary Measures	2 days	Mon 6/29/15	Tue 6/30/15 7FS-95 days	
18	Utility Locates	4 days	Tue 6/30/15	Fri 7/31/15 21FS-1 day	
19	SWPPP / Tree Protection	3 days	Mon 7/6/15	Wed 7/8/15 22	
20	Fencing / Signage	10 days	Mon 7/6/15	Thu 7/16/15 22	
21	'Covered protection' of sidewalks @ Dickens St. & West St. (Paint & Lights)	2 days	Mon 7/6/15	Tue 7/14/15 24SS	
22	Protection of adjacent existing roof (Poly + Plywood)	3 days	Mon 7/6/15	Wed 7/8/15 22	
23	Install Temp Protection of Glass Systems @ both primary entrances	10 days	Mon 7/6/15	Thu 7/16/15 22	
24	Build Temp dust protection & terra walls inside building lobby areas, as needed for initial demo & structural work	3 days	Mon 7/6/15	Mon 7/20/15 27	
25	CDI provide & rig Tarps on rooftop, for future protection in-front of demolished stair area.	6 days	Tue 7/14/15	Mon 7/27/15 38FS-2 days	
26	Build Temp Entry Overhead Protection system at both primary entrances (paint + lighting), after Demo of entry canopies	20 days	Tue 8/18/15	Wed 9/8/15 56	
27	Build new 'temporary staircase' @ Lobby (prior to 2015 Fall Season Opening) Must include a slab pour for this.	10 days	Tue 8/18/15	Fri 9/11/15	
28	Frame & Dry-In enclosure around 'temporary staircase'	12 days	Tue 8/18/15	Fri 9/11/15 30FS-9 days	
29	Build new 'temporary handicap ramp' @ Lobby (prior to 2015 Fall Season Opening)	12 days	Mon 8/24/15	Sat 9/5/15 30FS-15 days	
30	Site work for New Lobby Expansion	37 days	Thu 7/8/15	Thu 8/20/15	
31	Demo existing Site Conditions @ New Lobby Expansion area: (C-003)	15 days	Thu 7/8/15	Sat 7/25/15 23	
32	Demo existing Retaining Walls	7 days	Thu 7/8/15	Thu 7/16/15 23	
33	Demo existing Steps	4 days	Tue 7/14/15	Fri 7/17/15 35FS-3 days	
34	Demo Entry Canopies and Columns	2 days	Tue 7/14/15	Wed 7/15/15 35FS-3 days	
35	Demo Utilities:	7 days	Wed 7/15/15	Wed 7/22/15 28.37FS-1 day	
36	Remove underground roof drains, as indicated.	6 days	Fri 7/17/15	Thu 7/23/15	
37	Remove Storm Sewer, as indicated.	3 days	Fri 7/17/15	Mon 7/20/15 35	
38	Relocate Water Meters (2) to future planter locations, as indicated. (C-003)	4 days	Mon 7/20/15	Thu 7/23/15 40FS-1 day	
39	New Underground Utilities	6 days	Mon 7/20/15	Sat 7/25/15 40FS-1 day	
40	Excavation & Grading	25 days	Thu 7/23/15	Thu 8/20/15 41FS-1 day	
41	Establish Final Pad Grades	10 days	Wed 7/22/15	Sat 8/1/15 41FS-2 days	
42	Structure of New Lobby Expansion	4 days	Fri 7/31/15	Sat 8/1/15 41FS-2 days	
43	Build temporary protective wall to isolate existing west stair from Lobby	101 days	Fri 7/31/15	Tue 11/11/15	
44	Demolition of existing Lobby components:	3 days	Fri 7/31/15	Mon 7/20/15 24	
45	Demo exterior building wall surrounding existing interior west stair	56 days	Tue 7/21/15	Wed 9/23/15	
46	Demo existing west stair	3 days	Thu 7/23/15	Thu 7/23/15 47	
47	Demo existing facade as necessary to tie-in/connect new structure (provide temp moisture protection)	3 days	Fri 7/24/15	Mon 7/27/15 49	
48	Demo existing parapets only as-much-as necessary to tie-in/connect new structure (provide temp moisture protection)	3 days	Mon 9/7/15	Wed 9/9/15 57SS	
49	Foundations	15 days	Mon 9/7/15	Wed 9/23/15 57SS	
50	Layout	21 days	Wed 8/5/15	Fri 8/28/15	
51	Pad Footings with Micropiles, Continuous Footings	3 days	Wed 8/5/15	Fri 8/7/15 45	
52	Pour S.O.G. for 'Temporary Stair' support	16 days	Thu 8/6/15	Mon 8/24/15 54FS-2 days	
53	Concrete Stem Walls supporting Curtain Wall Systems & Radiant Trench (S201/1 & 2, A531 / 55)	4 days	Thu 8/13/15	Mon 8/17/15 55FS-10 days	
54	Slab Pour #1 (S.O.G.)	8 days	Thu 8/20/15	Fri 8/20/15 55FS-4 days	
55	Underlaid Rough-in	18 days	Sat 8/15/15	Sat 9/5/15	
56	4" Compacted Washed Stone base	12 days	Sat 8/15/15	Fri 8/28/15 55FS-6 days	
57	Final Rough-in to finished slab elevation	3 days	Sat 8/22/15	Sat 8/29/15 59FS-2 days	
58	Soil Poisoning post control spray	3 days	Fri 8/28/15	Mon 8/31/15 60FS-2 days	
59	Vapor Barrier + 6x6 Wire Mesh	1 day	Tue 9/1/15	Tue 9/1/15 61	
60		3 days	Wed 9/2/15	Fri 9/4/15 62	

◆ External Milestone
▬ Progress
▬ Deadline
◇ External Tasks

◆ Manual Summary
○ Manual Task
◇ Manual Summary Rollup
◆ Manual Summary

◆ Protect Summary
◆ External Milestone
◆ Inactive Milestone

◆ Inactive Summary
○ Manual Task
◇ Manual Summary Rollup
◆ Manual Summary

◆ Start-only
◆ Finish-only
◇ External Tasks

Project: Walton Arts Ctr Expansion & R
 Date: Mon 11/2/14

Page 1

ID	Task Name	Duration	Start	Finish	Predecessors
64	Inspections	1 day	Fri 9/4/15	Fri 9/4/15 6PES-1 day	
65	Pour 4" Slab-on-grade	1 day	Sat 9/5/15	Sat 9/5/15 64	
66	Slab Pour 'Ramp' (form, reinforce, inspect, pour)	5 days	Mon 9/7/15	Fri 9/11/15 65	
67	Steel (Erection / Deck / Detail)	35 days	Mon 9/7/15	Fri 10/16/15 65	
68	New Stair #1 Steel Erection	7 days	Fri 10/9/15	Fri 10/16/15 67FS-7 days	
69	Spray Fireproofing Lobby Expansion	7 days	Wed 11/4/15	Wed 11/11/15 67FS-5 days	
70	Structure of "Garden Room" Expansion	68 days	Mon 9/7/15	Tue 11/24/15	
71	Demo exterior brick façade for structural tie-in	4 days	Mon 9/7/15	Mon 9/14/15 71FS-2 days	
72	Demo exterior pavers / landscape / site components	4 days	Mon 9/7/15	Mon 9/14/15 71FS-2 days	
73	Establish Grade	4 days	Tue 9/15/15	Fri 9/18/15 73	
74	Foundations (Pad Pigs with Micropiles, Confiscious Pigs)	8 days	Sat 9/19/15	Mon 9/28/15 73	
75	Underlaid Rough-in	5 days	Fri 9/25/15	Wed 9/30/15 74FS-3 days	
76	Slab-on-Grade for "Garden Room" expansion area	8 days	Thu 10/1/15	Fri 10/9/15 75	
77	Steel Erection	7 days	Mon 10/19/15	Mon 10/26/15 76FS-7 days	
78	Exterior Wall Framing (Short full-height wall, + Header Soffit above Curtainwall)	5 days	Tue 10/27/15	Sat 10/31/15 77	
79	Exterior Sheathing	3 days	Sat 10/31/15	Tue 11/3/15 78FS-4 day	
80	Roofing (Tie-in to existing wall)	12 days	Mon 11/2/15	Sat 11/7/15 78	
81	Exterior Waterproof Coating / Air Barrier	5 days	Wed 11/4/15	Mon 11/9/15 79	
82	Exterior Wall Panels	10 days	Sat 11/7/15	Wed 11/18/15 81FS-2 days	
83	Exterior Window System	7 days	Tue 11/17/15	Tue 11/24/15 82FS-2 days	
84	Exterior of New Lobby Expansion	95 days	Thu 10/15/15	Tue 2/16/16	
85	Layout Exterior Walls	3 days	Thu 10/15/15	Sat 10/17/15 87FS-2 days	
86	Exterior Wall Framing (Include completion of demo of existing parapets, to allow new framing at tie-in locations)	15 days	Sat 10/17/15	Tue 11/3/15 88FS-1 day	
87	Roofing	25 days	Thu 10/22/15	Fri 11/27/15 88FS-5 days	
88	Overhead MEP Rough-in @ Exterior Canopy for MEP, including Dry-pipe Sprinkler System, Lighting, etc.	15 days	Tue 10/27/15	Thu 11/12/15 88FS-7 days	
89	Exterior Overhead Soffit Framing	15 days	Sat 11/7/15	Tue 11/24/15 88FS-5 days	
90	Exterior Sheathing	12 days	Thu 11/19/15	Thu 12/3/15 88FS-5 days	
91	Waterproof Coating / Air Barrier application	12 days	Mon 11/30/15	Sat 12/12/15 90FS-4 days	
92	Metal Architectural Panels / Exterior Façade	30 days	Tue 12/8/15	Tue 1/19/16 91FS-5 days	
93	Curtainwall Systems	30 days	Wed 1/6/16	Tue 2/16/16 92FS-10 days	
94	Interior of New Lobby Expansion	102 days	Sat 10/17/15	Mon 2/29/16	
95	Overhead Rough-in MEP	30 days	Sat 10/17/15	Fri 11/20/15 87	
96	Layout Interior Walls	3 days	Mon 10/19/15	Wed 10/21/15 85	
97	Interior Wall Framing	15 days	Wed 10/21/15	Fri 11/6/15 96FS-1 day	
98	Wall Rough-in	15 days	Thu 11/12/15	Thu 11/19/15 97FS-4 days	
99	Inspections	2 days	Wed 11/18/15	Thu 11/19/15 98FS-2 days	
100	Sheetrock Walls	10 days	Sat 11/21/15	Thu 12/3/15 99,87FS-5 days	
101	Tape/Flt/Prime walls	25 days	Sat 11/28/15	Wed 12/30/15 100FS-5 days	
102	Ceiling Framing @ New Entry Foyer, & @ Sheetrock drop connecting to existing building (Sheet A151A)	10 days	Thu 12/31/15	Thu 1/14/16 101	
103	Anchor the Guardrail Support System brackets to slab edge on 2nd floor, for future Glass handrail.	3 days	Tue 11/2/16	Thu 11/4/16 102FS-3 days	
104	Wall Finishes / Doors & H/W	20 days	Fri 1/8/16	Thu 2/4/16 102FS-5 days	
105	Final Rough-in to finished ceilings / trim-out ceilings	7 days	Fri 1/15/16	Mon 1/25/16 102	
106	Inspect Ceilings prior to cover-up	2 days	Fri 1/22/16	Mon 1/25/16 106FS-2 days	
107	Ceiling Sheetrock @ New Entry Foyer, & @ Sheetrock drop connecting to existing building (Sheet A151A)	4 days	Tue 1/26/16	Fri 1/29/16 106	
108	Ceilings - Tape / Flt / Prime / Paint @ New Entry Foyer, & @ Sheetrock drop connecting to existing building (Sheet A151A)	12 days	Fri 1/29/16	Mon 2/15/16 107FS-1 day	
109	No Floor Finishes @ this time... (Hold-off of Lobby Carpet & Wood Floor + Entry Lobby Floor Mat, until Wood Ceiling is complete)	0 days	Mon 2/15/16	Mon 2/15/16 108	
110	Trim-out	10 days	Tue 2/16/16	Mon 2/29/16 108	
111	Stair #1 Build-out (A801)	5 days	Sat 11/7/15	Thu 11/12/15	
112	Metal Stud Framing underneath stair, as indicated.	5 days	Sat 11/7/15	Thu 11/12/15 97	
113	No Finishes (wood) for Stair #1 until Summer of 2016	0 days	Thu 11/12/15	Thu 11/12/15 112	
114	Theater Season Begins	0 days	Mon 11/23/15	Mon 11/23/15 3FS-302 days	
115	"Pippin" - 1st Show, Begins	0 days	Tue 11/10/15	Mon 11/10/15 114FS-7 days	
116	Renovation of Interior Public Areas	70 days	Mon 7/6/15	Sat 10/3/15	
117	Public Restrooms (#10,11,13,132)	70 days	Mon 7/6/15	Sat 10/3/15	
118	Isolate, shut-off, &/or re-route interior utilities as necessary (power, plumbing, HVAC, Fire Alarm, Fire Suppression)	4 days	Mon 7/6/15	Thu 7/9/15 7FS-100 days	
119	Demo Fixtures, Salvage those to be reused.	4 days	Wed 7/8/15	Sat 7/11/15 118FS-2 days	
120	Demo required walls, doors, floors, ceilings & finishes at Public Restrooms #110,11,132,133 (Dwg. Sheet A013)	6 days	Fri 7/10/15	Thu 7/16/15 119FS-2 days	
121	New wall framing	8 days	Wed 7/15/15	Thu 7/23/15 120FS-2 days	
122	Wall Rough-in	10 days	Sat 7/18/15	Wed 7/29/15 121FS-5 days	
123	Inspections (Walls)	2 days	Thu 7/23/15	Wed 7/29/15 122FS-2 days	
124	Sheetrock	5 days	Thu 7/30/15	Wed 8/6/15 123	
125	Tape / Flt / Prime Walls	12 days	Mon 8/3/15	Sat 8/15/15 124FS-3 days	
126	Sheetrock Wall Finishes	8 days	Fri 8/14/15	Sat 8/22/15 125FS-2 days	

Legend: External Milestone, Progress, Deadline

Project Summary, Manual Task, Duration-only, Manual Summary Rollup, Inactive Summary, Project Summary, External Tasks, External Milestone, Inactive Milestone, Task, Split, Milestone, Summary

Project: Walton Arts Cir Expansion & R
 Date: Mon 11/3/14

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ID	Task Name	Duration	Start	Finish	Predecessors
127	Ceiling Framing	7 days	Mon 8/10/15	Mon 8/17/15	125FS-6 days
128	Overhead R.I. to Ceiling Framing (Tie-in ducts, install lights, Low Volt)	7 days	Fri 8/14/15	Fri 8/21/15	127FS-3 days
129	Inspections (Ceilings)	2 days	Thu 8/20/15	Fri 8/21/15	126FS-2 days
130	Sheetrock Ceilings	4 days	Sat 8/22/15	Wed 8/26/15	129
131	Ceiling finishes	7 days	Wed 8/26/15	Wed 9/2/15	130FS-1 day
132	The Floor & Tile Wall Finishes	14 days	Fri 8/28/15	Sat 9/12/15	131FS-5 days
133	Toilets / Sink / Partition / Accessory Installation	15 days	Wed 9/9/15	Fri 9/25/15	132FS-4 days
134	Doors & Hdw.	5 days	Mon 9/21/15	Fri 9/25/15	133FS-5 days
135	Clean-up, Punchlist, Turn-over	7 days	Sat 9/26/15	Sat 10/3/15	133
136	Baum Walker Hall Interior Improvements (Summer 2015)	15 days	Mon 7/6/15	Wed 9/30/15	
137	Balcony Handrails -Relocate Knee Wall & Handrail	50 days	Mon 7/6/15	Tue 9/1/15	7FS+100 days
138	Proscenium Wall Truss Reinforcing (Scaffolding erection, Demo Sheetrock, Reinforce, Inspect, Re-sheetrock, Tape/P/UP-paint)	15 days	Mon 7/6/15	Wed 7/22/15	7FS+100 days
139	Rigging Beam installation between Trusses	10 days	Sat 7/11/15	Wed 7/22/15	138FS-10 days
140	Acoustic Enhancements	60 days	Thu 7/23/15	Wed 9/30/15	139
141	Acoustic Enhancements	70 days	Wed 7/17/15	Tue 5/24/16	93
142	STARR Theater Expansion	285 days	Mon 7/6/15	Fri 6/10/16	
143	Isolate, shut-off, &/or re-route interior utilities as necessary(Power, Plumbing, HVAC, Fire Alarm, Fire Suppression)	7 days	Mon 7/6/15	Mon 7/13/15	7FS+100 days
144	Temporary Walls & Protection to Isolate STARR Theater construction from adjacent spaces	4 days	Mon 7/6/15	Thu 7/9/15	143SS
145	Protection of existing adjacent roof (Poly + Plywood)	3 days	Mon 7/6/15	Wed 7/8/15	143SS
146	Demo exterior curbs, paving, storm sewer. (Dwg. C-003) Siteline, Bench & Garden salvaged/relocated.	3 days	Sat 7/11/15	Tue 7/14/15	143FS-2 days
147	Clear-out all interior components of STARR Theater	3 days	Sat 7/11/15	Tue 7/14/15	146FS-3 days
148	Selective Demo of portions of Star Theater Exterior, as needed to tie-in new structure.	10 days	Wed 7/15/15	Sat 7/25/15	147
149	Clearing / Grading	10 days	Wed 7/15/15	Sat 7/25/15	148FS-2 days
150	Establish new building pad for STARR Theater Expansion	4 days	Mon 8/3/15	Thu 8/6/15	149FS-2 days
151	Structure of STARR Theater Expansion	81 days	Fri 8/7/15	Mon 11/9/15	
152	Foundations	24 days	Fri 8/7/15	Thu 9/3/15	
153	Layout	2 days	Fri 8/7/15	Sat 8/8/15	150
154	Pad Footings with Micropiles, Continuous Footings	12 days	Mon 8/10/15	Sat 8/22/15	153
155	Concrete Stem Walls above Footings (S201 / 3&4)	10 days	Fri 8/21/15	Tue 9/1/15	154FS-2 days
156	Underlaid Rough-in	10 days	Fri 8/21/15	Tue 9/1/15	154FS-2 days
157	Elevator Pit - Excavate, Form, Reinforce, Inspect, Pour	12 days	Fri 8/21/15	Thu 9/3/15	154FS-2 days
158	Slab-on-Grade	9 days	Sat 8/29/15	Tue 9/8/15	
159	'Recessed' Slab-on-grade (Form, Reinforce, Rough-in, Inspect, Pour)	7 days	Tue 9/1/15	Sat 9/5/15	158FS-3 days
160	Slab-on-Grade, not recessed. (Form, Reinforce, Rough-in, Inspect, Pour)	7 days	Tue 9/1/15	Sat 9/5/15	158FS-3 days
161	Steel Erection & detail (Demo existing facade as necessary to make structural connection)	30 days	Sat 9/2/15	Fri 10/16/15	159FS-5 days
162	Slab-on-deck at Mezzanine levels for Control Room, Storage, Amp-Electric, Sound Porch	6 days	Sat 9/2/15	Fri 10/16/15	159FS-5 days
163	Steel Deck @ Roof structure	5 days	Fri 10/23/15	Wed 10/28/15	162FS-1 day
164	Steel Catwalk system steel erection(following roof slab pour)	10 days	Thu 10/29/15	Mon 11/9/15	163
165	Exteriors of STARR Theater Expansion	56 days	Thu 10/29/15	Fri 1/8/16	
166	Exterior Framing - Metal Studs	10 days	Thu 10/29/15	Mon 11/9/15	163
167	Exterior In-fill with CMU(Fully Grouted)	8 days	Thu 11/5/15	Fri 11/13/15	166FS-4 days
168	Exterior Sheathing	7 days	Wed 11/11/15	Wed 11/18/15	167FS-3 days
169	Waterproof Coating / Air Barrier application	10 days	Tue 11/17/15	Sat 11/28/15	168FS-2 days
170	Metal Wall Panels & associated Flashing Installation	25 days	Wed 11/25/15	Mon 12/28/15	169FS-3 days
171	Window system installation	15 days	Thu 12/17/15	Fri 1/6/16	170FS-7 days
172	Roofing	41 days	Wed 11/4/15	Tue 12/22/15	
173	Interiors of STARR Theater Expansion	20 days	Sat 11/7/15	Tue 12/1/15	174
174	Layout	22 days	Sat 11/7/15	Thu 12/3/15	
175	Overhead Rough-in (Black Decliner fastened to deck, + MEP Rough-in)	10 days	Fri 11/13/15	Tue 11/24/15	177FS-5 days
176	Interior Walls	7 days	Mon 11/23/15	Tue 11/24/15	178FS-2 days
177	Interior Metal Stud Wall	2 days	Mon 11/23/15	Tue 11/24/15	178FS-2 days
178	In-wall Rough-in	7 days	Tue 11/24/15	Tue 11/24/15	179
179	Inspections	2 days	Wed 11/25/15	Thu 11/26/15	179
180	Acoustic insulation - 3 layers Sheetrock.	15 days	Tue 12/1/15	Thu 12/17/15	
181	Interior Wood Shaped Wall panels (Sheet A803, 1 / A352)	10 days	Wed 12/9/15	Fri 12/18/15	180FS-3 days
182	Framing System (Metal Stud & Uni-Shut)	8 days	Wed 12/9/15	Thu 12/10/15	182FS-3 days
183	Wood Face Façade	11 days	Thu 11/19/15	Tue 11/24/15	177
184	Catwalk Acoustic Reflector (24/ A801)	4 days	Sat 11/21/15	Wed 11/25/15	185FS-3 days
185	Metal Stud Framing	7 days	Thu 11/26/15	Wed 12/2/15	
186	Sheetrock (2 Layers)	4 days	Sat 11/28/15	Wed 12/2/15	185FS-3 days
187	Tape / Float / Finish	7 days	Thu 12/3/15	Wed 12/2/15	186FS-2 days
188	'Black-out' Paint @ overhead structure, @ exposed steel, & @ other finishes	4 days	Thu 12/3/15	Mon 12/7/15	187
189	Flooring -Resilient Wood Flooring System (A002 / F06, F07) (Felt, Stepper, 1"ply, 3/4" Hardboard Flooring)	10 days	Tue 12/8/15	Fri 12/18/15	188

Project: Walton Arts Ctr Expansion & R
 Date: Mon 11/3/14

Task Summary
 Split
 Milestone
 Summary

Project Summary
 External Milestone
 Inactive Milestone

Inactive Summary
 Manual Task
 Duration-only
 Manual Summary Rollup

Manual Summary
 Start-only
 Finish-only
 External Tasks

External Milestone
 Progress
 Deadline

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Walton Arts-Expansion & Renov.

CDJ CONTRACTORS, LLC

ID	Task Name	Duration	Start	Finish	Predecessors
190	Lighting Assessment & Adjustments	3 days	Sat 12/19/15	Tue 12/22/15	189
191	Acoustical Assessment & Adjustments	3 days	Sat 12/19/15	Tue 12/22/15	189
192	Storage Rooms (STARR Storage, McBride Storage)	11 days	Sat 11/21/15	Fri 12/4/15	
193	In-Wall Rough-in	4 days	Sat 11/21/15	Wed 11/25/15	178FS-3 days
194	Inspections	2 days	Tue 11/24/15	Wed 11/25/15	183FS-2 days
195	Sheetrock	1 day	Fri 11/27/15	Fri 11/27/15	194
196	Tape / Float / Prime / Paint	5 days	Sat 11/28/15	Thu 12/3/15	195
197	Sealed Concrete (CS-1)	1 day	Fri 12/4/15	Fri 12/4/15	196
198	Sound Porch - Control Room	28 days	Tue 11/24/15	Mon 12/28/15	
199	Rough-in (In-Wall, Thru-Floor, Thru-Ceiling)	7 days	Tue 11/24/15	Wed 12/2/15	183FS-2 days
200	Inspection	2 days	Tue 12/1/15	Wed 12/2/15	199FS-2 days
201	Sheetrock	2 days	Thu 12/3/15	Fri 12/4/15	200
202	Tape / Float / Prime / Paint	7 days	Fri 12/4/15	Fri 12/11/15	201FS-1 day
203	Ceiling (Framing, Sheetrock, 1x1 Acoustic Tiles)	7 days	Thu 12/10/15	Thu 12/17/15	202FS-2 days
204	Acoustic Wall Treatment Installation	3 days	Fri 12/18/15	Mon 12/21/15	203
205	Slatic Dispersive Tile Flooring	17 days	Sat 11/28/15	Mon 12/28/15	204
206	Amp / Electrical Room	7 days	Sat 11/28/15	Sat 12/5/15	189FS-4 days
207	Rough-in (In-Wall, Thru-Floor, Thru-Ceiling)	2 days	Fri 12/4/15	Sat 12/5/15	207FS-2 days
208	Inspection	2 days	Mon 12/7/15	Tue 12/8/15	208
209	Sheetrock	7 days	Wed 12/9/15	Wed 12/16/15	208
210	Tape / Float / Prime / Paint	1 day	Thu 12/17/15	Thu 12/17/15	210
211	Sealed Concrete (CS-1)	57 days	Mon 11/1/16	Tue 3/29/16	171
212	Sitework Completion around STARR Theater Perimeter	22 days	Fri 4/1/16	Mon 5/2/16	3FS-413 days
213	Walton Arts to prep STARR Theater for upcoming opening	0 days	Mon 5/2/16	Mon 5/2/16	213
214	STARR Theater OPENS	0 days	Fri 6/10/16	Fri 6/10/16	3FS-484 days
215	Walton Arts End of Theater Programming in BWH (6-11-16)	65 days	Mon 6/13/16	Mon 8/1/2/16	
216	2016 Summer Off-Season (June 11th, through Nov 1)	7 days	Mon 6/13/16	Tue 6/21/16	2FS-166 days
217	Protection Measures (Isolate Lobby interior work from non-renovated spaces)	5 days	Mon 6/13/16	Mon 6/13/16	217FS
218	Isolate, shut-off, &/or re-route interior utilities as necessary (Power, Plumbing, HVAC, Fire Alarm, Fire Suppression)	12 days	Thu 6/18/16	Fri 7/1/16	218FS-2 days
219	Demolition of existing interior components (walls, entryways, ceilings, floors), as req'd. (A010)	5 days	Mon 6/13/16	Fri 6/17/16	218FS
220	Demolition of Temporary Entry Canopy Protection @ both entrances	41 days	Tue 6/28/16	Wed 8/24/16	
221	Baum Walker Hall Improvements (Summer 2016)	31 days	Wed 6/29/16	Wed 8/10/16	
222	ADA Improvements @ 1st Floor Theater Entrance from Lobby (4, 5, A014)(A050A)	4 days	Tue 6/28/16	Fri 7/1/16	219FS-4 days
223	Demo & Remove Seats, Carpet, Doors, Handrails, Walls as indicated	3 days	Tue 7/5/16	Thu 7/7/16	223
224	Demo Concrete as indicated	2 days	Fri 7/8/16	Mon 7/11/16	224
225	Re-pour Concrete (steps and ramps, as indicated) (A050A)	7 days	Tue 7/12/16	Wed 7/20/16	225
226	Framing / Rough-in / Sheetrock	10 days	Thu 7/14/16	Wed 8/3/16	226
227	Wall Finishes	5 days	Thu 8/4/16	Wed 8/10/16	227
228	Floor Finishes	33 days	Thu 8/20/16	Tue 9/16/16	
229	ADA Improvements at existing ADA Lift (2/A014 & A413)	7 days	Thu 8/20/16	Tue 9/16/16	
230	Demo Door, Controller, existing ADA Lift System, adjacent drinking fountain, 6 auditorium chairs	7 days	Thu 8/20/16	Wed 8/26/16	230
231	Frame new walls / door as indicated	4 days	Tue 7/12/16	Fri 7/15/16	230
232	Patch and refinish existing wall	6 days	Mon 7/18/16	Mon 7/25/16	232
233	Install new ADA Lift System	10 days	Wed 7/20/16	Tue 8/2/16	233FS-4 days
234	New Finishes	32 days	Tue 8/3/16	Tue 9/16/16	234
235	ADA Improvements @ 2nd Floor Balcony (1, 2/A014)	4 days	Tue 7/12/16	Fri 7/15/16	230
236	Demo & Remove Seats, Carpet, Doors, Handrails, Walls	3 days	Mon 7/18/16	Wed 7/20/16	237
237	Demo Concrete as indicated	2 days	Mon 7/18/16	Wed 7/20/16	237
238	Re-pour Concrete	7 days	Mon 7/25/16	Tue 8/2/16	239
239	Framing / Rough-in / Sheetrock	10 days	Wed 8/3/16	Tue 8/16/16	240
240	Wall Finishes	5 days	Wed 8/3/16	Tue 8/24/16	241
241	Floor Finishes	17 days	Mon 8/20/16	Wed 9/13/16	
242	Doors / Hdw	2 days	Mon 8/20/16	Thu 8/20/16	242FS-1 day
243	Structure for existing Lobby Renovation	5 days	Mon 8/20/16	Thu 8/20/16	
244	Slab-over-slab pour in Lobby	2 days	Mon 8/20/16	Tue 8/24/16	242FS-1 day
245	Demo existing Floor finishes	4 days	Wed 8/24/16	Mon 8/27/16	246
246	Rough-in new MEP under-slab, for area to have new Slab-over-slab	3 days	Fri 8/24/16	Mon 8/27/16	246
247	Initial washed crushed stone	2 days	Tue 8/28/16	Wed 8/31/16	248FS-1 day
248	Reinforcing (6x6 WWM)	1 day	Wed 8/29/16	Wed 8/29/16	248FS-1 day
249	Inspection	1 day	Thu 8/30/16	Thu 8/30/16	250
250	Pour Slab-over-slab	1 day	Thu 8/30/16	Thu 8/30/16	250
251	Form & Pour remaining portion of Handicap Ramp	5 days	Fri 7/1/16	Fri 7/8/16	251
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Project: Walton Arts Ctr Expansion & R
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Task: Split Milestone Summary

Project Summary: External Tasks, External Milestone, Inactive Milestone

Inactive Summary: Manual Task, Duration-only, Manual Summary Rollup

Inactive Summary: Manual Summary, Start-only, Finish-only, External Tasks

External Milestone: Progress, Deadline

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Walton Arts- Expansion & Renov.

CDI CONTRACTORS, LLC

ID	Task Name	Duration	Start	Finish	Predecessors
253	Form & pour new concrete interior steps, near base of ramp	6 days	Wed 7/16/16	Wed 7/13/16	252FS-3 days
254	1st Floor Lobby Finishes	60 days	Mon 6/20/16	Mon 9/12/16	
255	EAST Portion of Lobby	42 days	Fri 6/24/16	Tue 8/23/16	
256	Catering	34 days	Fri 6/24/16	Thu 8/11/16	
257	Overhead MEP Rough-in	7 days	Fri 6/24/16	Thu 6/30/16	255FS-6 days
258	Framing	4 days	Mon 6/27/16	Thu 6/30/16	257FS-3 days
259	Rough-in Walls	7 days	Thu 6/28/16	Thu 7/7/16	258FS-2 days
260	Inspect	2 days	Wed 7/6/16	Thu 7/11/16	260
261	Sheetrock Walls	2 days	Fri 7/8/16	Mon 7/11/16	260
262	Ceiling Framing (Lay-in Grid Ceiling)	3 days	Mon 7/11/16	Wed 7/13/16	261FS-1 day
263	Tape / Fill / Prep walls	6 days	Tue 7/12/16	Thu 7/19/16	261
264	MEP Rough-in to Ceiling Grid	3 days	Wed 7/13/16	Fri 7/15/16	262FS-1 day
265	Plastic Wall Coverings	5 days	Wed 7/20/16	Tue 7/26/16	263
266	Floor Covering (Resinous Flooring)	5 days	Wed 7/27/16	Tue 8/2/16	265
267	Trim-out	3 days	Tue 8/2/16	Thu 8/4/16	266FS-1 day
268	Set Kitchen Equipment & Hook-up (Triple Sink, Warming Oven, Work Table)	7 days	Wed 8/3/16	Thu 8/11/16	266
269	Art Gallery	40 days	Tue 8/2/16	Tue 9/23/16	
270	Overhead MEP Rough-in	7 days	Tue 8/2/16	Tue 8/11/16	268
271	Framing	4 days	Thu 8/28/16	Thu 7/7/16	270FS-4 days
272	Rough-in Walls	6 days	Wed 7/6/16	Wed 7/13/16	271FS-2 days
273	Inspect	2 days	Tue 7/12/16	Wed 7/13/16	272FS-2 days
274	Sheetrock Walls	3 days	Thu 7/14/16	Mon 7/18/16	273
275	Tape / Float / Prime Walls	6 days	Mon 7/18/16	Mon 7/25/16	274FS-1 day
276	Frame for Sheetrock Ceilings	3 days	Mon 7/25/16	Wed 7/27/16	275FS-1 day
277	MEP Rough-in to Ceiling Framing	5 days	Wed 7/27/16	Tue 8/2/16	276FS-1 day
278	Inspect Ceiling for cover-up	2 days	Mon 8/1/16	Tue 8/2/16	277FS-2 days
279	Sheetrock Ceilings	2 days	Wed 8/3/16	Thu 8/4/16	278
280	Tape / Float / Prime Ceilings	6 days	Thu 8/4/16	Thu 8/11/16	279FS-1 day
281	Ceiling Paint	2 days	Thu 8/11/16	Fri 8/12/16	280FS-1 day
282	Wall Paint	2 days	Mon 8/15/16	Tue 8/16/16	281
283	Wood Floor finishes	4 days	Wed 8/17/16	Mon 8/22/16	282
284	Trim-out	2 days	Mon 8/22/16	Tue 8/23/16	283FS-1 day
285	Garden Room interior build-out	28 days	Tue 8/30/16	Tue 9/19/16	
286	Overhead MEP Rough-in	7 days	Thu 6/30/16	Mon 7/11/16	270FS-2 days
287	Demo necessary interior walls	3 days	Thu 6/30/16	Tue 7/5/16	286FS-7 days
288	Frame new wall layout	3 days	Tue 7/5/16	Thu 7/7/16	287FS-1 day
289	Wall Rough-in	6 days	Wed 7/6/16	Wed 7/13/16	288FS-2 days
290	Inspect	2 days	Thu 7/14/16	Wed 7/13/16	289FS-2 days
291	Sheetrock	3 days	Thu 7/14/16	Mon 7/19/16	290
292	Tape / Float / Prime / Paint	8 days	Mon 7/18/16	Wed 7/27/16	291FS-1 day
293	Suspended Wood Ceiling Framing support	4 days	Mon 7/25/16	Thu 7/28/16	292FS-3 days
294	Install suspended wood system	3 days	Thu 7/28/16	Mon 8/1/16	293FS-1 day
295	Floor finishes (Carpet / Wood Base)	5 days	Tue 8/2/16	Mon 8/8/16	294
296	Trim-out	3 days	Fri 8/5/16	Mon 8/8/16	295FS-2 days
297	Concessions / House Mgr / Coats	55 days	Mon 8/27/16	Mon 9/12/16	
298	Center Portion of Lobby	12 days	Mon 8/27/16	Wed 7/13/16	297FS-5 days
299	Overhead MEP Rough-in	10 days	Tue 7/12/16	Mon 7/25/16	298FS-2 days
300	Framing Walls	2 days	Fri 7/23/16	Mon 7/19/16	300
301	Wall Rough-in MEP (including all necessary for Concessions Equip)	5 days	Tue 7/26/16	Mon 8/1/16	301
302	Inspect	2 days	Fri 7/23/16	Mon 7/19/16	302
303	Sheetrock Walls	10 days	Mon 8/1/16	Fri 8/12/16	303FS-1 day
304	Tape / Float / Prime Walls	4 days	Thu 8/5/16	Fri 8/12/16	304FS-4 days
305	Ceiling Framing	5 days	Fri 8/12/16	Thu 8/18/16	305FS-1 day
306	Installation of Ceiling Security Column Door, within overhead framing (Concessions)	4 days	Wed 8/17/16	Mon 8/22/16	307FS-2 days
307	MEP Rough-in to Ceilings	10 days	Mon 8/15/16	Fri 8/26/16	304
308	Sheetrock @ Ceiling Framing overhead	7 days	Thu 8/25/16	Fri 9/2/16	308FS-2 days
309	Wall Finishes	10 days	Mon 8/29/16	Fri 9/9/16	309FS-5 days
310	Floor Finishes	2 days	Fri 9/9/16	Mon 9/12/16	311FS-1 day
311	Install / Hook-up all Concession Equipment	38 days	Fri 7/11/16	Wed 8/24/16	
312	Doors / How	38 days	Fri 7/11/16	Wed 8/24/16	
313	Box Office	38 days	Fri 7/11/16	Wed 8/24/16	
314	Overhead MEP Rough-in	10 days	Fri 7/15/16	Fri 7/15/16	251
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316	Framing	4 days	Tue 7/12/16	Fri 7/15/16	316FS-2 days
317	Rough-in Walls	6 days	Thu 7/14/16	Thu 7/21/16	316FS-2 days
318	Inspect Walls	2 days	Wed 7/20/16	Thu 7/21/16	317FS-2 days
319	Sheetrock Walls	2 days	Fri 7/22/16	Mon 7/25/16	318
320	Tape / Float / Prime Walls	6 days	Mon 7/25/16	Mon 8/1/16	319FS-1 day
321	Ceiling Framing (Lay-in Grid ceiling)	2 days	Tue 8/2/16	Wed 8/3/16	320FS-1 day
322	MEP Rough-in to Ceiling Grid	3 days	Wed 8/3/16	Fri 8/5/16	321
323	Wall Finishes	5 days	Thu 8/4/16	Wed 8/10/16	322FS-2 days
324	Floor Finishes	3 days	Wed 8/10/16	Fri 8/12/16	323FS-1 day
325	Fixtures / Ticket Counter Equipment	7 days	Mon 8/15/16	Tue 8/23/16	324
326	Doors / Hdw	2 days	Tue 8/23/16	Wed 8/24/16	325FS-1 day
327	Manager's Office	20 days	Fri 7/8/16	Wed 8/17/16	
328	Overhead MEP Rough-in	6 days	Fri 7/8/16	Wed 8/17/16	
329	Framing	3 days	Thu 7/14/16	Mon 7/18/16	318FS-5 days
330	Rough-in Walls	4 days	Fri 7/15/16	Mon 7/18/16	328FS-3 days
331	Inspect Walls	1 day	Thu 7/21/16	Thu 7/21/16	330
332	Sheetrock Walls	2 days	Fri 7/22/16	Mon 7/25/16	331
333	Tape / Float / Prime Walls	5 days	Tue 7/26/16	Mon 8/1/16	332
334	Ceiling Framing (Lay-in Grid Ceiling)	2 days	Tue 8/2/16	Wed 8/3/16	333
335	MEP Rough-in to Ceiling Grid	3 days	Thu 8/4/16	Mon 8/8/16	334
336	Wall Finishes	5 days	Fri 8/5/16	Thu 8/11/16	335FS-2 days
337	Floor Finishes- Carpet with Rubber Base	3 days	Fri 8/12/16	Tue 8/16/16	336
338	Doors / Hdw	2 days	Tue 8/16/16	Wed 8/17/16	337FS-1 day
339	2nd Floor Lobby Finishes	59 days	Mon 6/20/16	Fri 9/9/16	
340	Protection of existing Mural	2 days	Mon 6/20/16	Tue 6/21/16	217FS-2 days
341	Men's and Women's Restrooms @ 2nd Floor (45,55A013, & A452)	57 days	Wed 6/22/16	Fri 9/9/16	
342	Demolition, as indicated	7 days	Wed 6/22/16	Thu 6/30/16	219FS-8 days
343	New Overhead Rough-in	5 days	Mon 6/27/16	Fri 7/1/16	342FS-4 days
344	New in-wall rough-in	7 days	Tue 6/28/16	Thu 7/7/16	343FS-4 days
345	Inspections for Wall cover-up	2 days	Wed 7/6/16	Thu 7/7/16	344FS-2 days
346	Sheetrock Walls	4 days	Fri 7/8/16	Wed 7/13/16	345
347	Tape / Float / Prime	8 days	Wed 7/13/16	Fri 7/22/16	346FS-1 day
348	Ceiling Framing	4 days	Thu 7/21/16	Tue 7/26/16	347FS-2 days
349	Overhead R.I. to new ceiling framing	5 days	Tue 7/26/16	Mon 8/1/16	348FS-1 day
350	Inspect Ceilings	2 days	Fri 7/29/16	Mon 8/1/16	349FS-2 days
351	Sheetrock Ceilings	4 days	Tue 8/2/16	Fri 8/5/16	350
352	Tape / Float / Prime / Paint Ceilings	5 days	Fri 8/5/16	Thu 8/11/16	351FS-1 day
353	Wall Finishes	5 days	Wed 8/10/16	Tue 8/16/16	352FS-2 days
354	Ceramic Tile Wet Walls / Floors	8 days	Fri 8/12/16	Tue 8/23/16	353FS-3 days
355	Install Toilets / Sinks, including all hook-ups	6 days	Mon 8/22/16	Mon 8/29/16	354FS-2 days
356	Toilet Partitions / Accessories	7 days	Fri 8/26/16	Mon 9/5/16	355FS-2 days
357	Doors / Hdw	4 days	Tue 9/6/16	Fri 9/9/16	356
358	2nd Floor Public Lobby Finish work	30 days	Wed 8/22/16	Wed 9/16/16	
359	New Wall Finishes	30 days	Wed 8/22/16	Wed 9/16/16	340
360	New Floor Finishes	30 days	Thu 7/21/16	Wed 8/31/16	359FS-10 days
361	Glass Handrail Installation	5 days	Thu 8/4/16	Wed 8/10/16	359
362	WOOD GRID Ceiling Installation	20 days	Thu 8/4/16	Wed 8/31/16	359
363	Trim-out MEP components to Finished Wood Grid Ceiling	7 days	Tue 8/30/16	Wed 9/7/16	362FS-2 days
364	Final Clean	7 days	Mon 8/15/16	Tue 8/23/16	357FS-20 days
365	CDI -Develop & Complete Punchlist	10 days	Fri 8/19/16	Thu 9/1/16	364FS-3 days
366	Architect/Owner-Develop Punchlist, & CDI Complete	7 days	Fri 9/2/16	Mon 9/12/16	365
367	Turn-Over	0 days	Mon 9/12/16	Mon 9/12/16	366
368	Walton Arts Center: prep for opening.	30 days	Tue 9/13/16	Tue 11/1/16	367
369	Walton Arts Center: OPENS for NEW SHOW SEASON	0 days	Tue 11/1/16	Tue 11/1/16	368

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TCD011	THEATRE SEATING BWH BALCONY LEVEL DEMO PLAN	09/26/2014
TC010	THEATRE SEATING BWH BALCONY LEVEL	09/26/2014
TC011	THEATRE SEATING STARR THEATRE PLAN	09/26/2014
TC121B	THEATRE SEATING STARR THEATRE ELEVATIONS	09/26/2014
TC251	THEATRE SEATING STARR THEATRE DETAILS	09/26/2014
TL020	THEATRE LIGHTING BWH	09/26/2014
TL021	THEATRE LIGHTING BAUM WALKER HALL	09/26/2014
TL025	THEATRE LIGHTING STARR THEATRE AND LOBBY	09/26/2014
TL101	THEATRE LIGHTING STARR THEATRE DETAILS	09/26/2014
TL102	THEATRE LIGHTING STARR THEATRE DETAILS	09/26/2014
TR 2.0	THEATRE RIGGING BWH CABLE MANAGEMENT	09/26/2014
TR 3.0	THEATRE RIGGING BWH CABLE MANAGEMENT	09/26/2014
TR 3.1	THEATRE RIGGING BWH 5A ELEVATION	09/26/2014
TR 3.2	THEATRE RIGGING BWH 5B NEW GEN PURP LS	09/26/2014
TR 4.0	THEATRE RIGGING BWH DETAILS	09/26/2014
TVA121B	VARIABLE ACOUSTICE CURTAIN LAYOUT PLAN STAGE LVL. STARR	09/26/2014
TVA122B	VARIABLE ACOUSTIC CURTAIN LAYOUT CATWALK LVL. STARR	09/26/2014
TVA252	VARIABLE ACOUSTIC CURTAIN LAYOUT ELEVATIONS STARR	09/26/2014
K1	ARRANGMENTS PLAN	09/26/2014
K2	PLUMBING PLAN	09/26/2014
K3	ELECTRICAL PLAN	09/26/2014
K4	MECHANICAL & SPECIAL CONDITIONS PLAN	09/26/2014
EA001	ELECTRICAL FOR AUDIO INDEX AND LEGENDS	09/26/2014
EA002	ELECTRICAL FOR AUDIO CABLE AND TERMINATION SCHEDULE	09/26/2014

EXHIBIT "D"
WALTON ARTS CENTER RENOVATION AND EXPANSION
FAYETTEVILLE, AR

List of Contract Documents

<u>Number:</u>	<u>Description:</u>	<u>Date:</u>
EA101	AV DEVICE LOCATIONS – FIRST FLOOR PLAN	09/26/2014
EA102	AV DEVICE LOCATIONS – SECOND FLOOR PLAN	09/26/2014
EA121A	AV DEVICE LOCATIONS – FIRST FLOOR PLAN SECTOR A	09/26/2014
EA121B	AV DEVICE LOCATIONS – FIRST FLOOR PLAN SECTOR B	09/26/2014
EA122A	AV DEVICE LOCATIONS – SECOND FLOOR PLAN SECTOR A	09/26/2014
EA122B	AV DEVICE LOCATIONS – SECOND FLOOR PLAN SECTOR B	09/26/2014
EA151A	AV DEVICE LOCATIONS – FIRST FLOOR REFLECTED CEILING PLAN – SECTOR A	09/26/2014
EA151B	AV DEVICE LOCATIONS – FIRST FLOOR REFLECTED CEILING PLAN – SECTOR B	09/26/2014
EA152A	AV DEVICE LOCATIONS – 2 ND FLOOR REFLECTED CEILING PLAN – SECTOR A	09/26/2014
EA152B	AV DEVICE LOCATIONS – 2 ND FLOOR REFLECTED CEILING PLAN – SECTOR B	09/26/2014
EA201	AV SIGNAL FLOW DIAGRAM – MAIN LOBBY	09/26/2014
EA202	AV SIGNAL FLOW DIAGRAM – BAUM WALKER HALL	09/26/2014
EA203	AV SIGNAL FLOW DIAGRAM – STARR THEATRE	09/26/2014
EA204	AV SIGNAL FLOW DIAGRAM – BACK OF HOUSE	09/26/2014
EA301	AV RACK ELEVATION DETAILS	09/26/2014
EA401	AV PANEL ELEVATION DETAILS	09/26/2014
EA402	AV RACK ELEVATION DETAILS	09/26/2014
EA501	LOUDSPEAKER LOCATIONS AND RIGGING	09/26/2014
EA502	LOBBY VIDEO DETAILS	09/26/2014
Project Manuals		
Volume 1	Boora Architects – Specifications	09/26/2014
Volume 2	Boora Architects - Specifications	09/26/2014
Addendums		
No.01	Walton Arts Center Renovation and Expansion	11/14/2014
No.02	Walton Arts Center Renovation and Expansion	11/21/2014
No.03	Walton Arts Center Renovation and Expansion	12/05/2014

MEMORANDUM OF UNDERSTANDING

The City of Fayetteville, the Walton Arts Center Council, Inc., CDI Contractors, L.L.C., and Boora Architects, Inc. agree as follows:

Parties to this Memorandum of Understanding

- A. CDI Contractors, L.L.C. has been selected as Construction Manager/Contractor for the Walton Arts Center Expansion and Enhancement Project and has entered into a 19 page AIA Contract (attached as Exhibit A to this Memorandum of Understanding) with the Walton Arts Center and Boora Architects, Inc. on April 1, 2014.
- B. Boora Architects, Inc. has been selected as Architect for the Walton Arts Center Expansion and Enhancement Project and will serve as such during the design and construction of this project.
- C. The Walton Arts Center as authorized by the Walton Arts Center Council, Inc. has entered into a 19 page AIA Contract with CDI Contractors, L.L.C. on April 1, 2014 as the "Owner" and primary funder of the costs of the Walton Arts Center Expansion and Enhancement Project which is anticipated to cost around \$16 million.
- D. On February 3, 2015, CDI Contractors, LLC; Boora Architects, Inc. and the Walton Arts Center agreed to a change order which established the final complete cost of the construction of the Walton Arts Center Expansion and Enhancement Project at **\$15,986.439.00**. (This is attached as Exhibit B to this Memorandum of Understanding.) This figure may be subject to change by future change orders and other contingencies. The date of Substantial Completion is November 1, 2016.
- E. The City of Fayetteville jointly owns the property with the University of Arkansas upon which the Walton Arts Center sits and will be expanded and enhanced. The citizens of Fayetteville voted to authorize the City Council to issue bonds supported by the City's one cent Hotel, Motel and Restaurant tax (which is

otherwise designated for the Advertising and Promotion Commission) to partially fund a portion of the Walton Arts Center Expansion and Enhancement Project. The City Council issued these 2014 HMR Bonds which generated funds that can be used for the Walton Arts Center Expansion and Enhancement Project by the City of Fayetteville.

**Agreement to designate and use the 2014 HMR Bond funds for the
Walton Arts Center Expansion and Enhancement Project**

1. All parties agree and acknowledge that all funds derived from the City's sale of the Hotel, Motel and Restaurant Gross Receipts Tax and Tourism Revenue Capital Improvement and Refunding Bonds Series 2014 (hereinafter "2014 HMR Bonds") may only be spent or used for purposes authorized by the City voters and applicable state law.
2. All parties agree that the City of Fayetteville has the right to ensure that all of its bond revenues shall be applied to costs associated with the site and structural improvements for the Walton Arts Center lobby and Starr Theater, the back staging area of main theater, lobby restrooms and electrical and HVAC infrastructure enhancements.
3. The City of Fayetteville agrees to pay not to exceed **\$6,323,515.00** directly to CDI Contractors, L.L.C. for construction and other necessary costs of the Walton Arts Center Expansion and Enhancement Project which are legally eligible for such funding based on the submission of proper invoices which are approved by the City. The City will use the remainder of its 2014 HMR Bond proceeds (about \$857,055.00) to pay to its parking deck contractor, Baldwin and Shell, for expanded backstage project that extends under a portion of the parking deck.
4. The Walton Arts Center, the Walton Arts Center Council, Inc., CDI Contractors, L.L.C. and Boora Architects, Inc. agree and acknowledge that the City of Fayetteville has no further responsibility nor liability for costs or the completion of any

construction or other contract concerning the Walton Arts Center Expansion and Enhancement Project beyond the expenditures noted in paragraph 3.

5. The Walton Arts Center Council, Inc. and the Walton Arts Center agree to work with the City of Fayetteville to prominently display a bronze (or comparable material) plaque in the Walton Arts Center's main lobby stating "The Walton Arts Center thanks the citizens and taxpayers of Fayetteville for their over \$7 million investment for the Walton Arts Center Expansion and Enhancement Project of 2015-2016."

6. Pursuant to the Additions and Deletions Report for AIA Document 133-2009 which was the "Standard Form Agreement" signed by the Walton Arts Center and CDI Contractors, Inc.:

"All parties acknowledge that the City of Fayetteville is contributing approximately \$6.5 million of public bond proceeds towards the cost of this project. As such, the City of Fayetteville may become a co-signatory Owner on this contract and/or require separate Schedule of Values, Pay Application, and cost allocation for this portion of the project being paid by the bond proceeds. The specific terms of the City role and accounting requirements shall be further defined at time of the Construction Phase cost GMP change order outlined in Article 2.2."

7. All parties to this Memorandum of Understanding agree and acknowledge that the City of Fayetteville may exercise its rights enumerated in the above quoted language prior to expending proceeds from the 2014 HMR Bonds on the Walton Arts Center Expansion and Enhancement Project.

8. All of the parties acknowledge that the City of Fayetteville is a Third Party Beneficiary of any and all Contracts for design or construction of the Walton Arts Center Expansion and Enhancement Project upon and to the extent of its investment and payment of the proceeds of the 2014 HMR Bonds and that it may require a separate Schedule of Values, Pay Application and cost allocation for portions of the project being paid fully or partially by 2014 HMR Bond revenue.

In Agreement with all terms, conditions and promises of this Memorandum of Understanding, the parties below sign on the date indicated after receiving proper authority from their governing boards.

**CITY OF FAYETTEVILLE,
ARKANSAS**

**WALTON ARTS CENTER
COUNCIL, INC.**

By: _____
Lioneld Jordan, Mayor

By: _____
Greg Lee, Chairman

ATTEST:

By: _____
Sondra E. Smith, City Clerk

Witness: _____

Date: _____

Date: _____

CDI CONTRACTORS, L.L.C.

BOORA ARCHITECTS, INC.

By: _____
Matt Bodishbaugh

By: _____
Jim Harold, Project Manager

Witness: _____

Witness: _____

Date: _____

Date: _____

 **AIA**® Document A133™ – 2009

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the First day of April in the year Two Thousand Fourteen
(In words, indicate day, month and year.)

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

Walton Arts Center
PO Box 3547
Fayetteville, AR 72702

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

CDI Contractors, LLC
PO Box 9447
Fayetteville, AR 72703

for the following Project:
(Name and address or location)

Walton Arts Center
495 W. Dickson Street
Fayetteville, AR 72701

The Architect:
(Name, legal status and address)

Boora Architects, Inc.
720 S.W. Washington Street, Suite 800
Portland, OR 97205

The Owner's Designated Representative:
(Name, address and other information)

Terri Trotter
Chief Operating Officer
Walton Arts Center
PO Box 3547
Fayetteville, AR 72702
ttrotter@waltonartscenter.org

The Construction Manager's Designated Representative:
(Name, address and other information)

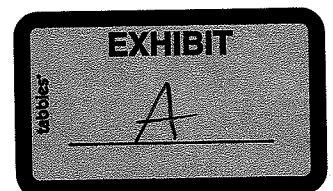
Matt Bodishbaugh
Vice President

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. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

AIA Document A201™-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.



Init.

CDI Contractors, LLC
PO Box 9447
Fayetteville, AR 72703
mbodishbaugh@cdicon.com

The Architect's Designated Representative:
(Name, address and other information)

Jim Harold
Project Manager / Project Architect
Boora Architects, Inc.
720 S.W. Washington Street, Suite 800
Portland, OR 97205
Harold@BOORA.com

The Owner and Construction Manager agree as follows.

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TABLE OF ARTICLES

1	GENERAL PROVISIONS
2	CONSTRUCTION MANAGER'S RESPONSIBILITIES
3	OWNER'S RESPONSIBILITIES
4	COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
5	COMPENSATION FOR CONSTRUCTION PHASE SERVICES
6	COST OF THE WORK FOR CONSTRUCTION PHASE
7	PAYMENTS FOR CONSTRUCTION PHASE SERVICES
8	INSURANCE AND BONDS
9	DISPUTE RESOLUTION
10	TERMINATION OR SUSPENSION
11	MISCELLANEOUS PROVISIONS
12	SCOPE OF THE AGREEMENT

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution 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, the Contract Documents will also include the documents described in Section 2.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 2.2.8. 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.

§ 1.2 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 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.

All parties acknowledge that the City of Fayetteville is contributing approximately \$6.5 million of public bond proceeds towards the cost of this project. As such, the City of Fayetteville may become a co-signatory Owner on this contract and/or require separate Schedule of Values, Pay Application, and cost allocation for the portion of the project being paid by the bond proceeds. The specific terms of the City role and accounting requirements shall be further defined at time of the Construction Phase cost GMP change order as outlined in Article 2.2.

§ 1.3 General Conditions

For the Preconstruction Phase, AIA Document A201™-2007, General Conditions of the Contract for Construction, shall apply only as specifically provided in this Agreement. For the Construction Phase, the general conditions of the

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contract shall be as set forth in A201-2007, which document is incorporated herein by reference. The term "Contractor" as used in A201-2007 shall mean the Construction Manager.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2. The Construction Manager's Construction Phase responsibilities are set forth in Section 2.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.1 Preconstruction Phase

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

§ 2.1.2 Consultation

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. The Construction Manager shall advise the Owner and the Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations consistent with the Project requirements to the Owner and Architect on constructability; availability of materials and labor; time requirements for procurement, installation and construction; 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.

§ 2.1.3 When Project requirements in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of the Owner.

§ 2.1.4 Phased Construction

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

§ 2.1.5 Preliminary Cost Estimates

§ 2.1.5.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 2.1.5.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action.

§ 2.1.6 Subcontractors and Suppliers

The Construction Manager shall develop bidders' interest in the Project.

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§ 2.1.7 The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 2.1.8 Extent of Responsibility

The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. 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.

§ 2.1.9 Notices and 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 for inclusion in the Contract Documents.

§ 2.2 Guaranteed Maximum Price Proposal and Contract Time

§ 2.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager and in consultation with the Architect, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, including contingencies described in Section 2.2.4, and the Construction Manager's Fee.

§ 2.2.2 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Construction Manager shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 2.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

1. A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
2. A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 2.2.2, to supplement the information provided by the Owner and contained in the Drawings and Specifications;
3. A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, contingency, and the Construction Manager's Fee;
4. The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
5. A date by which the Owner must accept the Guaranteed Maximum Price.

§ 2.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include its contingency for the Construction Manager's exclusive use to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order.

§ 2.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner and 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.

§ 2.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 2.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase, unless the Owner provides prior written authorization for such costs.

§ 2.2.8 The Owner shall authorize the Architect to provide the revisions to the Drawings and Specifications to incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications.

§ 2.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 2.3 Construction Phase

§ 2.3.1 General

§ 2.3.1.1 For purposes of Section 8.1.2 of A201-2007, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 2.3.1.2 The Construction Phase shall commence upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal or the Owner's issuance of a Notice to Proceed, whichever occurs earlier.

§ 2.3.2 Administration

§ 2.3.2.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect. The Owner shall then determine, with the advice of the Construction Manager and the Architect, which bids will be accepted. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 2.3.2.2 If the Guaranteed Maximum Price has been established and when a specific bidder (1) is recommended to the Owner by the Construction Manager, (2) is qualified to perform that portion of the Work, and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount and time requirement of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 2.3.2.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract is awarded on a cost-plus a fee basis, the Construction Manager shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Section 6.11 below.

§ 2.3.2.4 If the Construction Manager recommends a specific bidder that may be considered a "related party" according to Section 6.10, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction, according to Section 6.10.2.

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§ 2.3.2.5 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner and Architect.

§ 2.3.2.6 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and submittal schedule in accordance with Section 3.10 of A201-2007.

§ 2.3.2.7 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. The Construction Manager shall also keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 2.3.2.8 The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 2.3.2.7 above.

§ 2.4 Professional Services

Section 3.12.10 of A201-2007 shall apply to both the Preconstruction and Construction Phases.

§ 2.5 Hazardous Materials

Section 10.3 of A201-2007 shall apply to both the Preconstruction and Construction Phases.

ARTICLE 3 OWNER'S RESPONSIBILITIES

§ 3.1 Information and Services Required of the Owner

§ 3.1.1 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.

§ 3.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Construction Manager may only request such evidence if (1) the Owner fails to make payments to the Construction Manager as the Contract Documents require, (2) a change in the Work materially changes the Contract Sum, or (3) the Construction Manager identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Construction Manager and Architect.

§ 3.1.3 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 Section 6.1.1, (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.

§ 3.1.4 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.

§ 3.1.4.1 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.

§ 3.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a 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 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.

§ 3.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include but are not limited to 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.

§ 3.1.4.4 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents 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.

§ 3.2 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. Except as otherwise provided in Section 4.2.1 of A201-2007, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 3.2.1 **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.

§ 3.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B103™-2007, Standard Form of Agreement Between Owner and Architect, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and the Architect, and any further modifications to the agreement.

ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 4.1 Compensation

§ 4.1.1 For the Construction Manager's Preconstruction Phase services, the Owner shall compensate the Construction Manager as follows:

§ 4.1.2 For the Construction Manager's Preconstruction Phase services described in Sections 2.1 and 2.2:
(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

The Construction Manager shall include its actual cost of providing Preconstruction Phase services, but not more than \$35,000, as part of the GMP proposal. When the GMP Proposal is accepted by the Owner, the Construction Manager may bill preconstruction costs immediately. If, for any reason other than the Construction Manager's default, the Owner does not accept the Construction Manager's Guaranteed Price Proposal or does not issue a Notice to proceed in advance of accepting the GMP Proposal, the Owner shall pay the Construction Manager \$35,000 as full and final payment for preconstruction.

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§ 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within Twelve (12) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 4.1.4 Compensation based on Direct Personnel Expense includes the direct salaries of the Construction Manager's personnel providing Preconstruction Phase services on the Project and the Construction Manager's costs for the mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

§ 4.2 Payments

§ 4.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 4.2.2 Payments are due and payable upon presentation 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 monthly or annual interest agreed upon.)

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ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 5.1 For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum in current funds. The Contract Sum is the Cost of the Work as defined in Section 6.1.1 plus the Construction Manager's Fee.

§ 5.1.1 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

Shall be a lump sum amount equal to 4.50% of the Cost of Work contained in the approved Guaranteed Maximum Price.

§ 5.1.2 The method of adjustment of the Construction Manager's Fee for changes in the Work:

The Construction Manager's fee on changes in the work shall be 4.50 % of the Cost of Work contained in the change.

§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

For additive changes, the Subcontractor's fee for overhead and profit shall not exceed 12% of the Cost of Work contained in the change.

§ 5.1.4 Rental rates for Construction Manager-owned equipment shall not exceed Eighty Five percent (85 %) of the published AED equipment rental rate for Fayetteville, AR, or One Hundred percent (100%) of the standard rate paid at the place of the Project.

§ 5.1.5 Unit prices, if any:

(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
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§ 5.2 Guaranteed Maximum Price

§ 5.2.1 The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, as it is amended from time to time. To the extent the Cost of the Work exceeds the Guaranteed Maximum Price, the Construction Manager shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner.

(Insert specific provisions if the Construction Manager is to participate in any savings.)

Any cost savings beneath the GMP shall be distributed Seventy Five percent (75%) to the Owner and Twenty Five percent (25%) to the Construction Manager.

§ 5.2.2 The Guaranteed Maximum Price is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

§ 5.3 Changes in the Work

§ 5.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Architect may make minor changes in the Work as provided in Section 7.4 of AIA Document A201-2007, General Conditions of the Contract for Construction. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 5.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Section 7.3.3 of AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 5.3.3 In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Section 7.3.3.3 of AIA Document A201-2007 and the term "costs" as used in Section 7.3.7 of AIA Document A201-2007 shall have the meanings assigned to them in AIA Document A201-2007 and shall not be modified by Sections 5.1 and 5.2, Sections 6.1 through 6.7, and Section 6.8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 5.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in the above-referenced provisions of AIA Document A201-2007 shall mean the Cost of the Work as defined in Sections 6.1 to 6.7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 5.1 of this Agreement.

§ 5.3.5 If no specific provision is made in Section 5.1.2 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 5.1.2 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 6.1 Costs to Be Reimbursed

§ 6.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7.

§ 6.1.2 Where any cost is subject to the Owner's prior approval, the Construction Manager shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing Guaranteed Maximum Price Amendment.

§ 6.2 Labor Costs

§ 6.2.1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 6.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site with the Owner's prior approval.

(If it is intended that the wages or salaries of certain personnel stationed at the Construction Manager's principal or other offices shall be included in the Cost of the Work, identify in Section 11.5, the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

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§ 6.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 6.2.4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 6.2.1 through 6.2.3.

§ 6.2.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, with the Owner's prior approval.

§ 6.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.

§ 6.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 6.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ 6.4.2 Costs of materials described in the preceding Section 6.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 6.5.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 6.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item. Rates of Construction Manager-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ 6.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 6.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

§ 6.5.5 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 6.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 6.6 Miscellaneous Costs

§ 6.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 6.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Construction Manager is liable.

§ 6.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.

§ 6.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201-2007 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 6.7.3.

§ 6.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA Document A201-2007 or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

§ 6.6.6 Costs for electronic equipment and software, directly related to the Work with the Owner's prior approval.

§ 6.6.7 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 6.6.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 6.6.9 Subject to the Owner's prior approval, expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work.

§ 6.7 Other Costs and Emergencies

§ 6.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ 6.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.4 of AIA Document A201-2007.

§ 6.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Construction Manager and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 6.7.4 The costs described in Sections 6.1 through 6.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201-2007 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.8.

§ 6.8 Costs Not To Be Reimbursed

§ 6.8.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 6.2, or as may be provided in Article 11;
- .2 Expenses of the Construction Manager's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Sections 6.1 to 6.7;

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- .4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .5 Except as provided in Section 6.7.3 of this Agreement, costs due to the negligence or failure of the Construction Manager, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Sections 6.1 to 6.7;
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .8 Costs for services incurred during the Preconstruction Phase that exceeds \$35,000.

§ 6.9 Discounts, Rebates and Refunds

§ 6.9.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 6.9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 6.9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.10 Related Party Transactions

§ 6.10.1 For purposes of Section 6.10, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, the Construction Manager owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Construction Manager. The term "related party" includes any member of the immediate family of any person identified above.

§ 6.10.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3. If the Owner fails to authorize the transaction, the Construction Manager shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3.

§ 6.11 Accounting Records

The Construction Manager shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 7.1 Progress Payments

§ 7.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Construction Manager as provided below and elsewhere in the Contract Documents.

§ 7.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 7.1.3 Provided that an Application for Payment is received by the Architect not later than the First day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the 15th day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Fifteen (15) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 7.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, less that portion of those payments attributable to the Construction Manager's Fee, plus payrolls for the period covered by the present Application for Payment.

§ 7.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 7.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 7.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

1. Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201-2007;
2. Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
3. Add the Construction Manager's Fee, less retainage of Five percent (5.0 %). The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
4. Subtract retainage of Five percent (5.0 %) from that portion of the Work that the Construction Manager self-performs;
5. Subtract the aggregate of previous payments made by the Owner;
6. Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
7. Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

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§ 7.1.8 The Owner and Construction Manager shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 7.1.9 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 7.1.10 In taking action on the Construction Manager's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections; or that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 7.2 Final Payment

§ 7.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when:

1. the Construction Manager has fully performed the Contract except for the Construction Manager's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment;
2. the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
3. a final Certificate for Payment has been issued by the Architect.

The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 7.2.2 The Owner's auditors will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document A201-2007. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201-2007. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 7.2.3 If the Owner's auditors report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201-2007. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 7.2.4 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings as provided in Section 5.2.1, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

ARTICLE 8 INSURANCE AND BONDS

For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance, and the Construction Manager shall provide bonds as set forth in Article 11 of AIA Document A201-2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of Insurance or Bond	Limit of Liability or Bond Amount (\$0.00)
General Liability	\$1,000,000
Auto Liability	\$1,000,000
Umbrella Liability	\$25,000,000
Workers Compensation	Statutory Limits
Payment and Performance Bond	Equal to the Guaranteed Maximum Price

ARTICLE 9 DISPUTE RESOLUTION

§ 9.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 9 and Article 15 of A201-2007. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 9.3 of this Agreement shall not apply.

§ 9.2 For any Claim subject to, but not resolved by mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- Arbitration pursuant to Section 15.4 of AIA Document A201-2007
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

§ 9.3 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

ARTICLE 10 TERMINATION OR SUSPENSION

§ 10.1 Termination Prior to Establishment of the Guaranteed Maximum Price

§ 10.1.1 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Section 14.1.1 of A201-2007.

§ 10.1.2 In the event of termination of this Agreement pursuant to Section 10.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 4.1.

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§ 10.1.3 If the Owner terminates the Contract pursuant to Section 10.1.1 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 10.1.2:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 10.2 Termination Subsequent to Establishing Guaranteed Maximum Price

Following execution of the Guaranteed Maximum Price Amendment and subject to the provisions of Section 10.2.1 and 10.2.2 below, the Contract may be terminated as provided in Article 14 of AIA Document A201-2007.

§ 10.2.1 If the Owner terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager pursuant to Sections 14.2 and 14.4 of A201-2007 shall not exceed the amount the Construction Manager would otherwise have received pursuant to Sections 10.1.2 and 10.1.3 of this Agreement.

§ 10.2.2 If the Construction Manager terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Section 14.1.3 of A201-2007 shall not exceed the amount the Construction Manager would otherwise have received under Sections 10.1.2 and 10.1.3 above.

§ 10.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007. In such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201-2007, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 5.1 and 5.3.5 of this Agreement.

ARTICLE 11 MISCELLANEOUS PROVISIONS

§ 11.1 Terms in this Agreement shall have the same meaning as those in A201-2007.

§ 11.2 Ownership and Use of Documents

Section 1.5 of A201-2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.3 Governing Law

Section 13.1 of A201-2007 shall apply to both the Preconstruction and Construction Phases.

Init.

§ 11.4 Assignment

The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement. Except as provided in Section 13.2.2 of A201-2007, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 11.5 Other provisions:

Whether stationed at the project site or at the Construction Manager's office, the labor costs for actual hours spent working on this project, as defined in 6.2 for the project manager, project administrator, and/or project accountant/engineer shall be included in the Cost of Work.

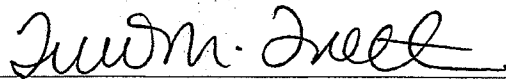
ARTICLE 12 SCOPE OF THE AGREEMENT

§ 12.1 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.

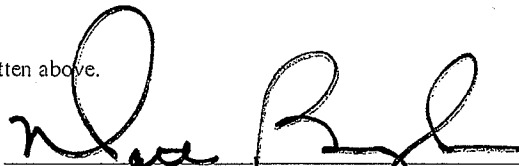
§ 12.2 The following documents comprise the Agreement:

- .1 AIA Document A133-2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A201-2007, General Conditions of the Contract for Construction
- .3 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:
- .4 AIA Document E202™-2008, Building Information Modeling Protocol Exhibit, if completed, or the following:
- .5 Other documents:
(List other documents, if any, forming part of the Agreement.)

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



OWNER (Signature)



CONSTRUCTION MANAGER (Signature)

Terri Trotter, Chief of Operating Officer
(Printed name and title)

Matt Bodishbaugh, Vice President
(Printed name and title)

Init.

Additions and Deletions Report for **AIA[®] Document A133[™] – 2009**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:26:02 on 07/10/2014.

PAGE 1

AGREEMENT made as of the First day of April in the year Two Thousand Fourteen

...

Walton Arts Center
PO Box 3547
Fayetteville, AR 72702

...

CDI Contractors, LLC
PO Box 9447
Fayetteville, AR 72703

...

Walton Arts Center
495 W. Dickson Street
Fayetteville, AR 72701

...

Boora Architects, Inc.
720 S.W. Washington Street, Suite 800
Portland, OR 97205

...

Terri Trotter
Chief Operating Officer
Walton Arts Center
PO Box 3547
Fayetteville, AR 72702
trotter@waltonartscenter.org

...

Matt Bodishbaugh
Vice President
CDI Contractors, LLC
PO Box 9447
Fayetteville, AR 72703

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User Notes:

(1163162952)

mbodishbaugh@cdicon.com

PAGE 2

Jim Harold
Project Manager / Project Architect
Boora Architects, Inc.
720 S.W. Washington Street, Suite 800
Portland, OR 97205
Harold@BOORA.com

PAGE 3

All parties acknowledge that the City of Fayetteville is contributing approximately \$6.5 million of public bond proceeds towards the cost of this project. As such, the City of Fayetteville may become a co-signatory Owner on this contract and/or require separate Schedule of Values, Pay Application, and cost allocation for the portion of the project being paid by the bond proceeds. The specific terms of the City role and accounting requirements shall be further defined at time of the Construction Phase cost GMP change order as outlined in Article 2.2.

PAGE 7

§ 3.1.1 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,~~ systems sustainability and site requirements.

PAGE 8

The Construction Manager shall include its actual cost of providing Preconstruction Phase services, but not more than \$35,000, as part of the GMP proposal. When the GMP Proposal is accepted by the Owner, the Construction Manager may bill preconstruction costs immediately. If, for any reason other than the Construction Manager's default, the Owner does not accept the Construction Manager's Guaranteed Price Proposal or does not issue a Notice to proceed in advance of accepting the GMP Proposal, the Owner shall pay the Construction Manager \$35,000 as full and final payment for preconstruction.

§ 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within Twelve (12) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

PAGE 9

§ 4.2.2 Payments are due and payable upon presentation 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.

...

Shall be a lump sum amount equal to 4.50% of the Cost of Work contained in the approved Guaranteed Maximum Price.

...

The Construction Manager's fee on changes in the work shall be 4.50 % of the Cost of Work contained in the change.

...

For additive changes, the Subcontractor's fee for overhead and profit shall not exceed 12% of the Cost of Work contained in the change.

§ 5.1.4 Rental rates for Construction Manager-owned equipment shall not exceed Eighty Five percent (85 %) of the published AED equipment rental rate for Fayetteville, AR, or One Hundred percent (100%) of the standard rate paid at the place of the Project.

PAGE 10

Any cost savings beneath the GMP shall be distributed Seventy Five percent (75%) to the Owner and Twenty Five percent (25%) to the Construction Manager.

PAGE 13

8 Costs for services incurred during the Preconstruction Phase. Phase that exceeds \$35,000.

PAGE 14

§ 7.1.3 Provided that an Application for Payment is received by the Architect not later than the First day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the 15th day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Fifteen (15) days after the Architect receives the Application for Payment.

...

- 3 Add the Construction Manager's Fee, less retainage of Five percent (5.0 %). The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- 4 Subtract retainage of Five percent (5.0 %) from that portion of the Work that the Construction Manager self-performs;

PAGE 16

<u>General Liability</u>	<u>\$1,000,000</u>
<u>Auto Liability</u>	<u>\$1,000,000</u>
<u>Umbrella Liability</u>	<u>\$25,000,000</u>
<u>Workers Compensation</u>	<u>Statutory Limits</u>
<u>Payment and Performance Bond</u>	<u>Equal to the Guaranteed Maximum Price</u>

...

[X] Arbitration pursuant to Section 15.4 of AIA Document A201-2007

PAGE 17

§ 10.2.2 If the Construction Manager terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Section 14.1.3 of A201-2007 shall not exceed the amount the Construction Manager would otherwise have received under Sections 10.1.2 and 10.1.3 above, ~~except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, utilizing as necessary a reasonable estimate of the Cost of the Work for Work not actually completed.~~ above.

PAGE 18

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User Notes:

(1163162952)

Whether stationed at the project site or at the Construction Manager's office, the labor costs for actual hours spent working on this project, as defined in 6.2 for the project manager, project administrator, and/or project accountant/engineer shall be included in the Cost of Work.

Terri Trotter, Chief of Operating Officer

Matt Bodishbaugh, Vice President

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Mirinda Polston, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:26:02 on 07/10/2014 under Order No. 5591010955_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

Mirinda Polston
(Signed)

Office Admin.
(Title)

7/10/14
(Dated)

AIA[®] Document G701[™] – 2001

Change Order

PROJECT (Name and address): Walton Arts Center 495 W. Dickson Street Fayetteville, AR 72701	CHANGE ORDER NUMBER: 001 DATE: February 3, 2015	OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR (Name and address): CDI Contractors, LLC PO Box 9447 Fayetteville, AR 72703	ARCHITECT'S PROJECT NUMBER: CONTRACT DATE: April 1, 2014 CONTRACT FOR: General Construction	

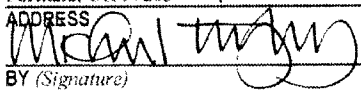
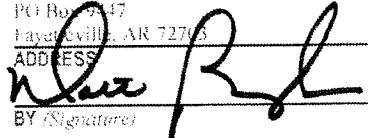
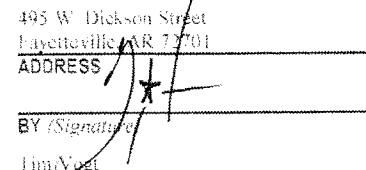
THE CONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
Incorporate Guaranteed Maximum Price (GMP) Proposal Letter (attached) dated January 28, 2015, including all attachments, scope reductions, scope changes, allowances and cost reduction allowances.

The original Contract Sum was	\$	35,000.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	35,000.00
The Contract Sum will be increased by this Change Order in the amount of	\$	15,951,439.00
The new Contract Sum including this Change Order will be	\$	15,986,439.00

The Contract Time will be increased by Zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is November 1, 2016.

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Boora Architects, Inc. ARCHITECT (Firm name)	CDI Contractors, LLC CONTRACTOR (Firm name)	Walton Arts Center OWNER (Firm name)
720 SW Washington Street, Suite 800 Portland, OR 97205 ADDRESS	PO Box 9447 Fayetteville, AR 72703 ADDRESS	495 W. Dickson Street Fayetteville, AR 72701 ADDRESS
 BY (Signature)	 BY (Signature)	 BY (Signature)
Michael Gingley (Typed name)	Matt Bodishbaugh (Typed name)	Jim Vogt (Typed name)
02.03.15 DATE	2.03.2015 DATE	2/3/15 DATE

