00.00.00 **INSTITUTION** Building/Facility Contract No.

**GENERAL CONDITIONS WORK PHASE**

 **CONTRACT**

 A Contract is hereby made by and between DASNY, having its principal office and place of business at 515 Broadway, Albany, New York 12207-2964, hereinafter referred to as the OWNER, and **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,** whose office is located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as the CONSTRUCTION MANAGER at RISK or “CM”; and

 **WHEREAS**, the OWNER intends to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as the Project; and

 **WHEREAS**, the OWNER has, under separate Contract, (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) retained the CM to provide Construction Management Services during the Construction Phase of the Project; and

 **WHEREAS**, the OWNER requires the CM to provide certain General Conditions Work during the Construction Phase of the Project, said General Conditions Work as identified herein;

 **WHEREAS** the value of the work items listed in this contract have been included in the Guaranteed Maximum Price agreed to between the OWNER and the CM;

 **NOW, THEREFORE**, the OWNER and the CM hereby mutually covenant and agree as follows:

 **ARTICLE I: SCOPE OF SERVICES**

 The CM’s obligations and duties under this Contract shall include all of the Articles hereunder and the items enumerated in Appendix “A” entitled General Conditions Work Phase, which is attached hereto and made a part hereof; (such obligations and duties are collectively referred to as the Work).

 **ARTICLE II: ADDITIONAL SERVICES**

 The OWNER reserves the right to direct the CM to perform Additional General Conditions Work and the CM shall perform said Additional Work when so directed.

 **ARTICLE III: EXTRA WORK**

 If the CM believes that any General Conditions Work it has been directed to perform is beyond the scope of this Contract and constitutes Extra Work, it shall promptly so notify the OWNER in writing. The OWNER shall determine whether or not the Work is in fact beyond the scope of this Contract and is Extra Work. If the OWNER determines that the Work is Extra Work, this Contract shall be modified to equitably reflect the cost of said Extra Work.

 **ARTICLE IV: CONSULTANTS**

 The OWNER may retain a Consultant or Consultants to furnish Services throughout the term of this Contract, and the CM shall cooperate with said Consultant or Consultants.

 **ARTICLE V: PROVISION FOR PAYMENT**

A. Maximum Amount Payable

 The Maximum Amount Payable for all the Work pursuant to this General Conditions Work Phase Contract shall be \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_ and 00/100 Dollars ($\_\_\_\_\_\_\_\_\_\_\_\_) in accordance with the items 1 and 2 of this section.

1. For satisfactory performance of all the Work the OWNER shall reimburse the CM the actual cost of performing or providing the General Conditions Work, including contracted work, Actual Direct Salary costs, and Fringe Benefits costs. The maximum amount payable in accordance with the amounts below shall not exceed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and 00/100 Dollars ($\_\_\_\_\_\_\_\_\_).

a. For general conditions work contracted for by the CM, including the actual cost of all contracted labor, materials, and supplies necessary, proper for, or incidental to the performance of said Work, the amount shall not exceed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and 00/100 Dollars ($\_\_\_\_\_\_\_\_\_\_\_\_).

b. For reimbursement to the CM for Actual Direct Salary costs for Construction Phase Services the amount shall not exceed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_and 00/100 Dollars ($\_\_\_\_\_\_\_\_\_\_\_\_). Actual Direct Salary includes all technical employees of the CM, other than Principals, assigned to the Project. Actual Direct Salary, as used herein, shall not include allowances for insurances, payroll taxes, or other benefits listed in item A.2., Fringe Benefits.

Pay rates for employees and their appropriate titles are listed in Appendix "B", entitled **SCHEDULE OF APPROVED PERSONNEL** **CLASSIFICATIONS AND MAXIMUM DIRECT SALARY RATES**, which is attached to and made a part hereof.

Certified payroll records for all employees for which reimbursement is sought under Article V.A. shall be supplied to the OWNER upon request and made available to the OWNER for inspection or audit at the OWNER's option at any time during the life of this Contract and for a period of six (6) years after final payment.

c. Reimbursement to the CM of Fringe Benefit costs for Construction Phase Services shall be paid at \_\_% of the Actual Direct Salary costs and shall not exceed \_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and 00/100 Dollars ($\_\_\_\_\_\_\_.00). Fringe Benefits are the cost to the CM of Fringe Benefits applicable to Actual Direct Salary costs pursuant to Article V.A.1(b). above. Allowable Fringe Benefit items as provided for herein shall be limited to the following specific items:

1. F.I.C.A.;

2. Federal Unemployment Insurance;

3. State Unemployment Insurance;

4. NYS Workers Compensation;

5. Life Insurance;

6. Accidental Death and Dismemberment;

7. NYS Disability Insurance;

8. Group Hospitalization;

9. Pension Plan; and

10. Group Travel Accident Insurance.

11. Vacation, holiday and sick leave time in accordance with the CM’s approved leave policy.

2. Construction Phase Fee in the lump sum (LS) amount of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_and 00/100 Dollars ($\_\_\_\_\_\_\_\_\_\_). The Fixed Fee shall be reimbursed in proportion to the percentage of completed and OWNER approved Construction work. The CM will be entitled to additional fee of % but no mark up on change orders related to Owner initiated program changes. The fee shall be paid with each Owner-approved change order issued.

The Construction Phase Fee includes all CM home office costs, including officers as well as home office and local office support staff, together with all CM overhead costs and profit. This Fee shall also include all required services of a home office Project Executive, by whatever name called and includes the management of the General Conditions work. No additional overhead or profit on direct labor for the construction phase will be paid beyond the Construction Phase Fee.

3. The CM shall submit monthly payment requisitions and a Compliance Report in a form and content satisfactory to the OWNER. Said requisitions shall clearly describe the nature and extent of the CM's actual expenditures for labor, materials, supplies, actual direct salaries and the proportion of earned fixed fee during the period covered by the requisition. The requisition shall also include any bills received from Subcontractors, which shall be in the same form as those submitted by the CM to the OWNER.

4. If the CM at any time estimates that the total cost of the Work may exceed the Maximum Amount Payable, it shall promptly notify the OWNER in writing giving full explanation for said increase. If the OWNER agrees that said increases are necessary and justified, this Contract may be amended to increase said amount. No liability shall accrue to the OWNER until such time as written approval and authorization for said increases has been given by the OWNER to the CM. This sum shall be deemed to be full compensation for the performance by the CM of all duties and obligations of the CM for the Work of this Contract.

B. Relationship to Construction Phase Services

 It is further understood that the OWNER represents and warrants that the CM has been issued a separate Contract for the performance of Construction Management Services during the Construction Phase of the Project (the "Construction Phase Contract"). Accordingly, the obligations of the CM to perform hereunder are expressly conditioned upon the execution of a mutually agreeable Construction Phase CM's Contract and the continued existence of a valid Construction Phase Contract.

 **ARTICLE VI: FINAL PAYMENT AND RELEASE**

 Final payment shall be made to the CM upon satisfactory completion and acceptance by the OWNER of all services required, by the CM pursuant to this Contract, or all services performed prior to the termination of said Contract if so terminated and upon submission of a certification that all subconsultants/subcontractors have been paid their full and agreed compensation.

 Acceptance by the CM of final payment hereunder shall operate as, and shall be, a release to the OWNER from all claims and liability to the CM and its successors, legal representatives, and assigns for anything done or furnished under or arising out of the provisions of this Contract. No payment, final or otherwise, shall release the CM from any obligations under this Contract.

 **ARTICLE VII: OWNER'S PROCEDURE**

 The CM agrees to comply with all procedural requirements of the OWNER as they apply to reports or other aspects of the Project.

 **ARTICLE VIII: INSURANCE PROVIDED BY CM**

 The Construction Phase Construction Manager Contract has been entered into contemporaneously with

 this Contract. Article IX of said Contract entitled Insurance Provided by the CM is incorporated herein by reference and shall be a part of this Contract as though set forth in full herein.

 **ARTICLE IX: INSURANCE PROVIDED BY THE OWNER**

 The Construction Phase Construction Manager Contract has been entered into contemporaneously with

this Contract. Article IX of said Contract entitled Insurance Provided By The CM is incorporated herein by reference and shall be a part of this Contract as though set forth in full herein.

 **ARTICLE X: PROTECTION OF RIGHTS, PERSONS AND PROPERTY**

 A. Accident Prevention

 1. The CM shall, at all times, take every precaution against injuries to persons or damage to property and for the safety of persons on or about the site engaged in the performance of the Work. The CM shall establish and maintain, at all times, safety procedures in connection with the Work as required by the current New York Labor Law and regulations of the Occupational Safety and Health Act (OSHA).

 2. Safety Programs - The CM and its Contractors and Subcontractors of every tier shall be responsible for the initiation, maintenance, and supervision of safety precautions and programs in connection with the Work, and shall report compliance at the weekly safety meeting.

 B. Protection of Work and Property

 1. The CM shall ensure that its Contractors and Subcontractors of every tier shall, at all times, guard the OWNER's property from injury or loss in connection with the Work, the Construction Contractor's work, and adjacent property, and shall replace and make good any said loss or injury unless said loss or injury is caused directly by the OWNER.

 2. The CM shall ensure that its Contractors and Subcontractors of every tier shall have responsibility to protect and maintain the materials and supplies stored by them both on and off site in proper condition and forthwith repair, and to replace and make good any damage thereto until Construction Completion. The CM shall maintain an inventory of all materials and supplies for the Work that are delivered to the site or approved for off-site storage.

 3. The CM shall report any loss, theft, burglary, vandalism, or damage of materials or installed work to the OWNER by telephone and "FAX" as soon as it is discovered. If vandalism, theft, or burglary are suspected as the cause of the loss, the CM shall notify site security personnel and the municipal police. The CM shall also protect the place of the loss until released from protection by the OWNER or the OWNER's Representative. The CM shall insure that no potential evidence relating to the loss is removed from the place of the loss.

 4. Should the CM feel there is a claim for recovery under the OWNER's Builders' Risk Insurance, a fully documented claim must be submitted to the OWNER within thirty (30) days of discovery. The claim must at least include the following:

 a. a copy of the police report (if applicable);

 b. a complete inventory of damaged or lost items including:

 \* description of each item;

 \* purchase date and proof of delivery of each item;

 \* supplier from whom purchased;

 \* serial number (if applicable);

 \* price of each item; and

 \* total number of pieces and cost of all lost or damaged items;

 c. the name, address, and telephone number of the person who controlled the lost or damaged items immediately before the loss or damage;

 d. the name, address, and telephone number of the person who discovered the loss or damage; and

 e. a written description of how the loss or damage occurred.

 5. The OWNER may refuse any claim from the CM for loss or damage unless all of the items required in this section are provided to the OWNER and are to the satisfaction of the OWNER. In such event, the CM shall be responsible for all such losses and damages.

 C. Risks Assumed by the CM

 1. The CM solely assumes the following distinct and several risks whether said risks arise from acts or omissions, whether supervisory or otherwise, including unforeseen obstacles and difficulties which may be encountered in the prosecution of the Work, and whether said risks involve any legal duty, primary or otherwise, imposed upon the OWNER or the Client excepting only risks which arise from faulty designs as shown by the plans and specifications or from affirmative acts of the OWNER, the Client, or the OWNER's members, officers, employees, or representatives, (hereinafter Protected Persons), committed with intent to cause the loss, damage, or injuries hereinafter set forth:

 a. the risk of loss or damage to the Work or to any plant, equipment, tools, materials, or property furnished, used, installed, or received by the Protected Persons. The CM shall bear said risk of loss or damage until the Work is completed or until completion or removal of said plant, equipment, tools, materials or property from the site and the vicinity thereof, whichever event occurs last, and in the event of said loss or damage, the CM shall timely repair, replace or make good any said loss or damage after notification to the OWNER’s representative and Risk Management Unit, and;

 b. the risk of claims, just or unjust, by third persons against the Protected Persons on account of wrongful death, bodily injuries, and property damage, arising or alleged to arise out of, or as a result of, or in connection with the performance by the CM of the Work. The CM shall bear the risk for all deaths, injuries, damages, or losses sustained or alleged to have been sustained prior to the Final Acceptance of the Work, or resulting from the CM's negligence or alleged negligence which is discovered, appears, or is manifested after acceptance by the OWNER, and;

 c. the CM assumes entire responsibility and liability for any and all damage or injury of any kind or nature whatsoever, including death resulting therefrom, to all persons, whether employees of the CM or otherwise, and to all property, caused by, resulting from, arising out of, or occurring in connection with the negligent or alleged negligent execution of the Work. The CM shall assume the defense and pay on behalf of the Protected Persons, any and all loss, expense, damage, or injury that the Protected Persons, may sustain as the result of any claim. The CM agrees to assume, and pay on behalf of the Protected Persons, the defense of any action at law or equity which may be brought against the Protected Persons. The assumption of defense and liability by the CM includes, but is not limited to: the amount of any legal fees associated with defending, all costs of investigation, expert evaluation, and any other costs including any judgement or interest or penalty that may be entered against the Protected Persons, in any said action.

 2. The CM's obligations under this Article shall not be deemed waived, limited, or discharged by the enumeration of procurement of any insurance for liability for damages.

 3. Neither Final Acceptance of the Work nor making any payment shall release the CM from the CM's obligations under this Article. The enumeration elsewhere in the Contract of particular risks assumed by the CM or of particular claims for which the CM is responsible shall not be deemed to limit the effect of the provisions of this Article or to imply that the CM assumes, or is responsible for, only risks or claims of the type enumerated; and neither the enumeration in this Article nor the enumeration elsewhere in the Contract of particular risks assumed by the CM of particular claims for which the CM is responsible shall be deemed to limit the risks which the CM would assume or the claims for which the CM would be responsible in the absence of said enumerations.

 D. Protection Of Lives And Health

 1. The CM and each of its Contractors and Subcontractors of every tier shall comply fully with all applicable provisions of the laws of the State of New York, the United States of America and with all applicable rules and regulations adopted or promulgated by agencies or municipalities of the State of New York or the United States of America. The CMs attention is specifically called to the applicable rules and regulations, codes and bulletins of the New York State Department of Labor and to the standards imposed under the Federal Occupational Safety and Health Act of 1970, as amended. The CM shall report on compliance at the weekly safety meetings.

 2. The CM shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment of Work under the Contract, and shall immediately notify the Owner in writing of any injury which results in hospitalization or death. The CM shall provide to the Owner a copy of Form C-2, Employers Report of Injury/Illness within twenty-four (24) hours of any job related injury on the Owner's job site. Further, a copy of the OSHA Log of Injury and Illness shall also be provided to the Owner for any reporting period in which a job related injury or illness is recorded. The CM shall also provide a list of witnesses to the Owner. The list shall include at least the full name, home address, occupation and telephone number of each person who saw or has knowledge of the incident which caused the injury or illness.

 3. The CM alone shall be responsible for the safety, efficiency and adequacy of the CM’s Work, plant, appliances and methods, and for any damage which may result from the failure or the improper construction, maintenance, or operation of such Work, plant, appliances and methods.

 4. If, in the performance of the Work, a harmful hazard is created for which appliances or methods of elimination have been approved by regulatory authorities, the CM shall install, maintain and operate said appliances or methods.

 5. The Owner may impose a payment penalty on the CM for any act of non-compliance with this section. The payment penalty shall not exceed one twentieth (1/20) of the contract price or a maximum of One Thousand Dollars ($1,000.00) for each time the CM fails to perform or to provide the information, reports, forms, etc. required in this section. This payment penalty is not exclusive, the Owner may avail itself of any other contractual remedy available.

 6. The Owner or Owner's Representatives may inspect the job-site at any time without notice to the CM. If the Owner finds that the CM is not complying with the provisions of this Article, the Owner may send written notice to the CM to correct any deficiency. Upon reinspection, if the Owner finds the deficiencies have not been corrected, or in instances where a safety violation (s) must be corrected before work continues and the CM is given three (3) hours to make correction (s) and they are not made, the Owner may let a separate contract to correct any deficiencies and charge back the cost of the separate contract to the CM at a premium rate. The CM cannot pass these additional charges on to the Owner. No action taken under this section shall be deemed as a basis for any delay claim or any other claim against the Owner by the CM.

 7. The CM shall preserve and safeguard the scene of an accident involving a ladder, scaffold, mobile machinery, equipment, safety railing or uncovered floor opening or any other incident where the injured person required emergency medical treatment. The CM shall "tape off" the area, and not allow any material object or property to be altered, changed, moved or removed from the accident site. In addition to "taping off" the accident site, the CM shall telephone and "fax" Owner immediately, and post a person at the accident site to protect it. Safeguarding and protecting the accident site shall only be abandoned by the CM upon release by the Owner or the Owner's Representative. Failure of the CM to comply with the provisions of this paragraph shall be deemed a breach of this Contract. In addition to any other contractual remedies available, the Owner may satisfy the breach by imposing the penalties set out in paragraph D. 5 or void the entire Contract and retain any or all amounts due the CM under this Contract.

 **ARTICLE XI: HOLD HARMLESS**

 The Construction Phase Construction Manager Contract has been entered into contemporaneously with this Contract. Article XIII of said Contract entitled Hold Harmless is incorporated herein by reference and shall be a part of this Contract as though set forth in full herein.

 **ARTICLE XII: OWNERS RIGHT TO AUDIT & INSPECT RECORDS**

 The Construction Phase Construction Manager Contract has been entered into contemporaneously with this Contract. Article XIV of said Contract entitled Owners Right To Audit & Inspect Records is incorporated herein by reference and shall be a part of this Contract as though set forth in full herein.

 **ARTICLE XIII: ASSIGNMENT**

The CM shall not assign the Contract in whole or in part without prior written consent of the OWNER, however, the OWNER may assign the Contract in whole or in part without prior written consent of the CM.

 **ARTICLE XIV: TIME OF COMPLETION**

 The Construction Phase Construction Manager Contract has been entered into contemporaneously with this Contract. Article XIX of said Contract entitled Time of Completion is incorporated herein by reference and shall be a part of this Contract as though set forth in full herein.

 **ARTICLE XV: THE CONTRACT DOCUMENTS**

 The Contract for Construction Management Services between the OWNER and the Construction Manager sets forth the Construction Manager’s scope of services and is comprised of the following documents:

* the **Construction Phase Contract**, and all attached documents and appendices, incorporated herein by reference;
* this **General Conditions Phase Contract**, and all attached documents and appendices; and
* the OWNER’s **General Conditions and General Requirements**.

**ARTICLE XVI: GENERAL CONDITIONS FOR CONSTRUCTION**

The General Conditions for Construction associated with Article XV of the Construction Phase Contract shall apply to this General Conditions Work Phase contract.

 **ARTICLE XVII: INTERPRETATION**

In the event of any discrepancy, disagreement or ambiguity among the following documents, they shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity:

1. Construction Phase Contract
2. General Conditions Phase Contract

**SIGNATURES**

**IN WITNESS WHEREOF**, the OWNER has executed this Contract on the day of \_\_\_\_\_\_\_\_\_\_\_\_ 20 .

 DASNY

 515 Broadway

 Albany, NY 12207-2964

 By

 Title

 Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**IN WITNESS WHEREOF,**  the CONSTRUCTION MANAGER has caused this Contract to be signed by its duly authorized officer on the \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20 \_\_\_\_\_\_\_\_.

Name of Firm

 By 1

 Title

 Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. If a **corporation**, signer must be President, Vice-President or other authorized officer.

If a **Limited Liability Company (LLC)**, signer must be a member or manager.

If a **Limited Liabillity Partnership (LLP)**, signer must be a partner.

If a **Limited Partnership**, signer msut be an authorized partner.

If a **general partnership**, signer must be a partner.

If a **sole proprietorship**, signer must be the owner.

ACKNOWLEDGMENT OF DASNY OFFICER EXECUTING CONTRACT

STATE OF NEW YORK )

COUNTY OF ALBANY ) ss:

On the \_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the year 20 \_\_\_\_, before me personally came \_\_\_\_\_\_\_\_\_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that he/she resides at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; that he/she is the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of DASNY, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by authority of the Board of of said corporation.

 Notary Public

 **ACKNOWLEDGMENT OF CONSTRUCTION MANAGER, IF A CORPORATION**

STATE OF )

COUNTY OF ) ss:

On this \_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_ in the year 20 \_\_\_\_, before me personally came\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to me known, who, being by me duly sworn, did depose and say that he/she/they reside(s) at , (include street and street number, if any); that he/she/they is (are) the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of , the corporation described in and which executed the foregoing instrument; and that he/she/they signed his/her/their name(s) thereto by authority of the Board of Directors of said corporation.

 Notary Public

**ACKNOWLEDGMENT OF CONSTRUCTION MANAGER, IF A PARTNERSHIP, LIMITED LIABILITY COMPANY OR INDIVIDUAL**

STATE OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_) ss:.

 On the \_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the year 20\_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , personally known or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

 Notary Public

**APPENDIX "A"**

**GENERAL CONDITIONS WORK PHASE**

1. During the General Conditions Work Phase of this Contract, the CONSTRUCTION MANAGER shall:

1. Provide and coordinate the following work, services, and facilities during the construction of the Project in a manner or pursuant to a Contract or Contracts approved in advance by the OWNER.
2. Where practical, solicit competitive bids for the General Conditions work items listed below and award to the lowest responsive and responsible bidder.

 NOTE: Items identified below represent a sample listing of General Conditions Work Items. A final approved schedule, representing specific Project needs, including estimated values, shall be incorporated into this Contract at the start of the Construction Phase.

2. During the General Conditions Work Phase of this Contract, the OWNER shall have the right to approve all staffing of the Work.

**GENERAL CONDITIONS ITEMS ESTIMATED COST**

 (1) Field Offices $ \_\_\_\_\_\_\_

 (2) Utility Connection \_\_\_\_\_\_\_

 (3) Utility Charges \_\_\_\_\_\_\_

 (4) Field Office Furniture & Equipment \_\_\_\_\_\_\_

 (5) Temporary Heat \_\_\_\_\_\_\_

 (6) Reproduction Equipment \_\_\_\_\_\_\_

 (7) Reproduction Supplies \_\_\_\_\_\_\_

 (8) Field Office Supplies \_\_\_\_\_\_\_

 (9) Field Office Telephone \_\_\_\_\_\_\_

 (10) Postage, Messenger, and Printing \_\_\_\_\_\_\_

 (11) Survey \_\_\_\_\_\_\_

 (12) Permits and Fees \_\_\_\_\_\_\_

 (13) Project Cleanup \_\_\_\_\_\_\_

 (14) Rubbish Removal \_\_\_\_\_\_\_

 (15) Safety and Protection \_\_\_\_\_\_\_

 (16) Site Security \_\_\_\_\_\_\_

 (17) Project Sign \_\_\_\_\_\_\_

 (18) Progress Photos \_\_\_\_\_\_\_

 (19) Fencing \_\_\_\_\_\_\_

 (20) Teamster \_\_\_\_\_\_\_

 (21) IBM Computer \_\_\_\_\_\_\_

 (22) Hoisting \_\_\_\_\_\_\_

 (23) Blueprints \_\_\_\_\_\_\_

 (24) Master Mechanic \_\_\_\_

 **TOTAL ESTIMATED COST $ \_\_\_\_\_\_\_\_\_**

**APPENDIX "B"**

**SCHEDULE OF APPROVED PERSONNEL CLASSIFICATIONS**

**AND MAXIMUM DIRECT SALARY RATES**

**CLASSIFICATIONS APPROVED MAXIMUM**

 **DIRECT HOURLY RATES (\*)**

Project Manager \_\_\_\_\_\_\_

Project Engineer \_\_\_\_\_\_\_

General Superintendent \_\_\_\_\_\_\_

Assistant Superintendent \_\_\_\_\_\_\_

Assistant Superintendent \_\_\_\_\_\_\_

Mechanical Engineer \_\_\_\_\_\_\_

Project Accountant \_\_\_\_\_\_\_

Office Engineer/Trainee \_\_\_\_\_\_\_

Plan Clerk \_\_\_\_\_\_\_

Secretary \_\_\_\_\_\_\_

Initial listed classifications are typical. Actual Project staffing will depend on the specific needs for each individual project and be reflected in the final Contract.

Assignment and time durations of all Construction Management personnel assigned to the Project by the CM shall be subject to the approval of the OWNER. The OWNER may request the CM to remove from the Project any employee the OWNER deems incompetent, careless, or otherwise objectionable and replace said employee with more suitable personnel. The OWNER may also approve additional personnel classifications if deemed necessary.

All payment requisitions must account for the time of all personnel by name, title, and approved hourly rate.

(\*) Approved Maximum Hourly Rates are those maximum rates in effect through \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The above rates may be adjusted at the beginning of each salary year. Any adjustment is subject to the review and approval of the OWNER's Director, Procurement.

The Consumer Price Index for New York - Northeastern New Jersey area shall be used as a guide for any rate adjustment negotiation.