

APPENDIX A

FORM OF CONTRACT – PRE-CONSTRUCTION SERVICES

SAMPLE

**CONSTRUCTION MANAGER AT RISK
PRE-CONSTRUCTION SERVICES AGREEMENT**

State Construction File Number:

THIS AGREEMENT, made this _____ day of _____ in the year of _____
for _____
(Title of Project)

by and between _____

_____ hereinafter called the Construction Manager at Risk, and the State of North Carolina, through

_____ hereinafter called the Owner.

WITNESSETH:

Whereas the Owner has published a Request for Proposals seeking the submission of competitive proposals to act as a Construction Manager at Risk to furnish professional construction management services during the design and construction of the Project identified and described in that Request for Proposals; and,

Whereas, the undersigned Construction Manager at Risk submitted a competitive proposal that was evaluated by the Owner; and,

Whereas, the Owner, through its awarding authority, has made an award for the Pre-Construction Services related to the Project work to the undersigned Construction Manager at Risk, and pursuant to the terms of the Request for Proposals this form is to be executed to form and memorialize the contractual relationship between the parties;

Now therefore, the Construction Manager at Risk and the Owner agree as follows:

1. This form of pre-construction services contract hereby shall be incorporated and accompanied by; Owner's letter for recommendation of award dated _____, Owner's request for proposal dated _____, and the Construction Manager at Risk's response to the proposal dated _____.
2. The Pre-Construction Services provided by the Construction Manager at Risk shall be in accordance with Section II, Paragraph G of the incorporated Owner's request for proposal.

3. The Owner will compensate the Construction Manager at Risk for pre-construction services in the amount of _____ payable in accordance with Section II, Paragraph F of the incorporated Owner's request for proposal.

4. The Owner may terminate this agreement for any reason upon ten (10) calendar days written notice (delivered by certified mail, return receipt requested). This agreement may be terminated by either party upon seven (7) calendar days written notice (delivered by certified mail, return receipt requested) should one party fail to perform in accordance with its terms through no fault of the other. In the event of termination, the Construction Manager at Risk shall receive payment for services rendered prior to receipt of the written termination notice. Any work done by the Construction Manager at Risk prior to termination shall become the property of the Owner. Termination for non-acceptance of the Construction Manager at Risk's proposed Guaranteed Maximum Price shall be stipulated in Section II, Paragraph G.10 of the incorporated Owner's request for proposal.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement on the day and date first above written in four (4) counterparts, each of which shall without proof or accounting for other counterparts, be deemed an original contract.

Witness: (Proprietorship or Partnership) _____ Construction Manager at Risk:

 (Trade or Corporate Name)

By: _____

Attest: (Corporation) _____ Title: _____
 (Owner, Partner, or Corp. Pres. or Vice Pres. only)

By: _____

Title: _____
 (Corporate Sec. or Asst. Sec. only)

(CORPORATE SEAL)

The State of North Carolina through

Witness: _____
 (Agency, Department or Institution)

By: _____

Title: _____