

## ARTICLE A-5 CONSTRUCTION MANAGER'S FEE

- 5.1 The *Construction Manager's Fee* shall be equal to the sum of the fee for the *Services* as specified in paragraph 5.2 and the fee for the *Work* as described in paragraph 5.3.
- 5.2 The *Construction Manager's Fee* for the *Services* is comprised of one or more of the following:
- .1\* A fixed amount of \_\_\_\_\_ ; and
  - .2\* A percentage amount of \_\_\_\_\_ percent ( \_\_\_\_\_ %) of the *Construction Cost Estimate*. Final reconciliation payments shall be adjusted based on *Class A Construction Cost Estimate*; and
  - .3\* An amount based on the time-based rates for personnel employed by the *Construction Manager* as described in Schedule B to the Agreement and engaged in performing the *Services* to the level of effort agreed prior to the commencement of the *Services*. The *Owner* may by written request require the *Construction Manager* to provide prior to commencement of the *Services* an estimate of the total fee for *Services* to be performed based on the time-based rates for evaluation and verification purposes.

\* *Strike out inapplicable paragraph(s).*

- 5.3 The *Construction Manager's Fee* for the *Work* is comprised of one or more of the following:
- .1☒ A percentage fee of \_\_\_\_\_ percent ( \_\_\_\_\_ %) of the *Cost of the Work* earned as the *Cost of the Work* accrues. In the event the *Owner* furnishes labour or material below market cost or materials are re-used beyond that anticipated in the original scope of the *Work*, the *Cost of the Work* for purposes of establishing the *Construction Manager's Fee* for the *Work* is the cost of all materials and labour necessary to complete the *Project* as if all materials had been new and as if all labour had been paid for at market prices at the time of construction or, in the event that the construction does not proceed, at existing market prices at the anticipated time of construction; and
  - .2☒ A fixed fee of \_\_\_\_\_ , earned as follows:

☒ *Delete inapplicable paragraph.*

- 5.4 The *Construction Manager's Fee* shall be subject to adjustment as may be required in accordance with the provisions of the *Contract Documents* listed in Article A-4 of the Agreement – CONTRACT DOCUMENTS.
- 5.5 All amounts are in Canadian funds.

## ARTICLE A-6 REIMBURSABLE EXPENSES FOR THE SERVICES

- 6.1 The reimbursable expenses are the actual expenses, supported by receipts or invoices, that the *Construction Manager* incurred in performing the *Services*, and as identified in Schedule A2 to the Agreement plus the administrative charge of \_\_\_\_\_ percent ( \_\_\_\_\_ %). If there are no receipts or invoices, the expenses shall be at rates prevailing in the area of the *Place of the Work* and supported with suitable documentation.
- 6.2 The *Owner* may by written request require the *Construction Manager* to:
- .1 provide prior to commencement of the *Services* an estimate of the total reimbursable expenses incurred by the *Construction Manager* in performing the *Services* for evaluation and verification purposes; and
  - .2 inform the *Owner* in writing prior to incurring reimbursable expenses relating to the *Services*.