**LETTER OF AGREEMENT (LOA) FOR CONSTRUCTION SERVICES**

**Date:**  **<insert date>**

**To:**  **<insert VUMC project manager name per Paragraph 15.3 of Master Agreement>**

**From: <insert name of CM Project Manager per Paragraph 15.4 of Master Agreement>**

 **<insert CM firm name>**

**Re: <insert VUMC Project Name (building, space, department and description)>**

 **Agreement for Construction Services**

This letter confirms our phone conversation/meeting, etc. dated **<insert date>** where it was agreed that **<insert firm name>** will provide construction services for the above project. All terms, conditions, etc. except as specifically modified herein, will be in accordance with our standard agreement for services AIA A102 – 2007 Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, as modified by Vanderbilt University Medical Center on **insert date of AIA A102-2007** and executed with VUMC on **<insert date contract/Master Agreement is executed>**, copies of same are on file in our offices and in the office of Planning, Design, and Construction in the medical center. This document shall be referred to as The Agreement in the remainder of this document. In addition, all provisions of the General Conditions, AIA Document A201 – 2007 as modified **insert date of AIA A201-2017** by Vanderbilt University Medical Center, shall apply unless specifically modified in this document.

1. The Architect is:

**<insert name of architectural firm>**

1. Date of Commencement:

**<insert the date of commencement per Paragraph 4.1 of the Master Agreement>**

1. The Contractor shall achieve Substantial Completion of the entire Work based on the following days from the date of Commencement, or the following date:

**<insert number of calendar days, or insert a date per Paragraph 4.3 of the Master Agreement>**

1. Compensation for preconstruction services, if applicable:

**<provide description and insert method of calculation, or if not applicable, insert “none”>**

1. Compensation, “The Contractor’s Fee”, shall be per VUMC Planning, Design and Construction fee schedule date September 23, 2019 or as follows:

**<insert compensation per Paragraph 5.1.1 of the Master Agreement, lump sum percentage of Cost of the Work, or method of calculation>**

1. The method of adjustment of the contractor’s fee for changes in the Work shall be: **<insert any adjustments per Paragraph 5.1.2 of the Master Agreement, or if none, insert the word “none”>**
2. The Guaranteed Maximum Price (GMP) is: **<insert GMP amount per Paragraph 5.2.1 of the Master Agreement and attach copy of Schedule of Values>**
3. The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner: **<insert alternates with associated cost per Paragraph 5.2.2 of the Master Agreement, or “none”>**
4. Unit prices, if any, are as follows:

**<insert unit prices per Paragraph 5.1.5 of the Master Agreement, or “none”>**

1. Allowances, if any, are as follows:

**<insert allowances with amount per Paragraph 5.2.3 of the Master Agreement, or “none”>**

1. Assumptions, if any on which the Guaranteed Maximum Price is based on are as follows:

**<insert assumptions per Paragraph 5.2.4 of the Master Agreement, or insert “none”>**

1. Limitations on a Subcontractor’s overhead and profit for increases in the cost of its portion of the Work are:

**<insert limitation percentages per Paragraph 5.1.3 of the Master Agreement, at no time shall they exceed 10% and 5% respectively>**

1. The Contractor’s Overhead Percentage is:

**<insert the percentage of the cost of Work per Paragraph 5.1.6 of the Master Agreement>**

1. The Contractor Contingency Fund is:

**<insert the amount per Paragraph 5.1.7 of the Master Agreement>**

1. Enumeration of Contract Documents: The Contract Documents shall be as described in Article 16 of The Agreement and as follows:

**<insert list of documents including: title, date, number of pages including Project Manual and Specifications, and Addenda if any>**

1. Other provisions, if any:

**<insert other provisions, if any, or insert “none”>**

1. Additional documents, if any, forming part of the Contract Documents:

**<insert per Paragraph 16.1.7, or insert “none”>**

Executed by the Contractor:

**<insert name and title>**

Signed Date:

Executed by Vanderbilt University Medical Center:

**John F. Manning, Jr., Ph.D., MBA**

**Chief Operating Officer, Corporate Chief of Staff**

Signed Date: