2.13 CMAR Self-Performance of Construction Work

CMAR has indicated that it desires to perform the \textit{for example, “concrete”} portion of the Construction Work. The following procedures will be followed. The CMAR must submit its qualifications to do the listed portion(s) of the Construction Work to the Owner. If Owner is satisfied with CMAR’s qualifications for a portion of the Construction Work, the Owner will designate CMAR as a pre-qualified Subcontractor for that portion of the Construction Work. A bid package for each portion of the Construction Work as to which CMAR is a pre-qualified Subcontractor will be prepared in the same manner as bid packages for Subcontractors in other trades. CMAR will submit a proposed price for each of these portions of the Construction Work (a “CMAR Price Submission”).

In order to evaluate the CMAR’s Price Submission, Owner may do any or all of the following: (i) engage an estimator selected by Owner to prepare an independent estimate of this portion of the Construction Work, (ii) engage the DP to do a market study to update the DP’s prior estimate of the cost of this portion of the Construction Work, or (iii) take other action to evaluate the CMAR’s Price Submission. CMAR is responsible for establishing to the Owner’s satisfaction that the CMAR’s Price Submission is reasonable and appropriate. If the Owner is satisfied that the CMAR’s Price Submission is reasonable and appropriate, the Owner will advise the CMAR that the CMAR is selected as Subcontractor for the respective portion of the Construction Work.

If the Owner is not satisfied that the CMAR’s Price Submission is reasonable and appropriate, the Owner will so advise the CMAR and the CMAR will compete the respective portion of the Construction Work as described here. There will be a Subcontractor competition for selection of the Subcontractor to perform this portion of the Construction Work. This competition will conform with the procedures described in Section 2.10, except that, notwithstanding any other provision of the CMAR Design Phase Services Contract Documents to the contrary, (i) the CMAR’s Price Submission will be the CMAR’s bid for that portion of the Construction Work in the Subcontractor bidding process, (ii) the CMAR must obtain bids for that portion the Construction Work from two other pre-qualified Subcontractors, (iii) the Subcontractor bids for that portion of the Construction Work must be delivered to Owner rather than the CMAR, and (iv) the Owner will decide which Subcontractor bid to accept.

If the CMAR becomes the Subcontractor for this portion of the Construction Work, then notwithstanding any other provision in the CMAR Design Phase Services Contract Documents and the CMAR Construction Documents to the contrary, (i) this portion of the Construction Work will be included in the GMP and the GMP Schedule and the Schedule of Values; (ii) the price for this portion of the Construction Work will be a separate guaranteed maximum price (“Sub-GMP”) within the GMP for the entire Construction Work, (iii) if the Actual Costs of the Construction Work for this portion of the Construction Work are less than the Sub-GMP, the CMAR will be paid only the Actual Costs of the Construction Work for this portion of the Construction Work, the savings will accrue to the Owner, and the GMP for the entire Project will be reduced by the amount of the savings, (iv) the amount paid by the Owner for this portion of the Construction Work will not exceed the Sub-GMP, (v) no portion of the Contingency or any other line item in the GMP Schedule may be moved to apply to this portion of the Construction Work; (vi) the CMAR as Subcontractor for this portion of the Construction Work must perform this work in accordance with the Design Submission Documents included in the bid package, and (vii) the CMAR will be a Subcontractor for performance of this portion of the Construction Work.